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<p>Client Organization: US Third Army U.S. USARCENT ACEN-IM (OPL C2/G6) Bldg 1947 1 Gabreski Dr. Shaw AFB, SC 29152-5202</p>	<p>COR / Client Representative: Paul McDurfee Phone: (b) (6) FAX: (803) 895-7393 Email: paul.w.mcdurfee.civ@mail.mil</p>
<p>Project Name: HQ USARCENT G6 Information Technology Support</p>	<p>Period of Performance: 04/01/2010 - 03/31/2013 Base: 04/01/2010 to 03/31/2011 Option Year 1: 04/01/2011 to 03/31/2012 Option Year 2: 04/01/2012 to 03/31/2013 Option Year 3: 04/01/2013 to 03/31/2014 Option Year 4: 04/01/2014 to 03/31/2015 Extension Period 1: 04/01/2015 to 08/31/2015 <u>Extension Period 2: 09/01/2015 to 09/30/2015</u></p>
<p>Contract Type: Alliant GWAC Hybrid FFP and T&M Task Order Performance Based Severable</p>	<p>Vendor: General Dynamics One Source, LLC Address: 7000 Central Parkway, Suite 450 Atlanta, GA 30328 Contractor Rep: Katherine Titus Phone: (b) (6), Fax: 770-993-3603 E-Mail: katherine.titus@gdit.com Contract #: GS00Q09BGD0030 Delivery Order #: GST0410DE0011 Act#: A21254026 DUNS#: 610320215 NAICS: 541512</p>

MODIFICATION AND CHANGES LOG: (All PWS changes are noted in Red and Yellow Text)

<u>Mod #</u>	<u>Date</u>	<u>Description</u>
Mod 23	3 Aug 2016	The purpose of this modification is to deobligate all residual funding.
Mod 22	24 Aug 2015	The purpose of this modification is to: a. correct the erroneously transcribed increase and decreases contained within the parenthesis under Option Year 1 on Modification 021. The revised ceiling totals issued by Modification 021 will not be changed and; b. correct the total task order funded ceiling.
<u>Mod 21</u>	<u>11 Aug 2015</u>	The purpose of this modification is to: a. Remove excess funding from the Base Year through Option Year Three (3); b. Realign funding for Option Year One (1) from T&M Labor to ODC in the amount of \$91,934.97.
<u>Mod 20</u>	<u>29 July 2015</u>	The purpose of this modification is to Exercise FAR 52.217-8; Option to Extend Services; for the period of performance from 1 September 2015 through 30 September 2015.
Mod 19	12 Feb 2015	The purpose of this modification is to Exercise FAR 52.217-8; Option to Extend Services; for the period of performance from 1 April 2015 through 31 August 2015.
Mod 18	29 Jan 2015	The purpose of this modification is to revise paragraph 4.1.8 of the PWS and the Estimated Workload hours in Attachment C.
Mod 17	25 Mar 2014	The purpose of this mod is to Exercise Option Year 4 of the task order and apply funding to Option Year 4
Mod 16	3 May 2013	The purpose of this mod is to decrease task order requirements and incorporate a revised PWS dated 3 May 2013. Changes are as noted in PWS Sections and associated subsections: Table of Contents, change all acronyms ARCENT to read USARCENT, para 2.1.1, 4.1.1.2, 4.1.1.15 – 4.1.1.22, 4.1.2, 4.1.3.7, 4.1.4.2, 4.1.4.4, 4.1.4.6, 4.1.4.7, 4.1.5, 4.1.6 – 4.1.6.2, 4.1.7.5, 4.1.7.10, 4.1.10 and associated paragraphs, 4.1.12.4, 4.1.18, 4.1.18.1, 4.1.18.2, 4.1.18.6, 4.1.20 and associated paragraphs, 4.2, 4.2.1, 6.1.3, 6.1.4, 6.2.1, 7.4.1, 7.4.1.2, and Attachment C. All changes are highlighted.
Mod 15		The purpose of this modification is to add incremental funding
Mod 14		The purpose of this modification is to add incremental funding.
Mod 13	29 March 2013	The purpose of this mod is to Exercise Option Year 3 of the task order and apply incremental funding to Option Year 3 and make minor admin changes.

Mod 12	29 March 2013	The purpose of this mod is to increase task order requirements for PKI support and materials in Kuwait, and incorporates required clauses associated with the CENTCOM Theatre Based Clearance needed for Kuwait support, update the G&A rates for the life of task order, and make the changes as noted in PWS sections and associated subsections: 4.1.11, 6.3.13, 6.5, 7.4, 10.0, and Attachment C.
Mod 11	9 Jan 2013	The purpose of this mod is to revise task order requirements as noted in PWS sections and associated subsections: Table of Contents, 2.1.1, 4.0, 4.1.1, 4.1.2, 4.1.3, 4.1.4, 4.1.5, 4.1.7, 4.1.8, 4.1.10, 4.1.11, 4.1.12, 4.1.14, 4.1.16, 4.1.17, 4.1.20, 4.2.1, 7.3.1, 7.3.2, 7.4.1, 7.4.2.2, 7.5.1, 7.5.2, 10.2, ATTACHMENT A, Definitions and Acronyms, Attachment C - Workload Estimates.. Key changes include workload reductions of Task IV – Help Desk Operations support with a more efficient grouped realignment and removes individual directorate support teams, reduces Task XII - Web development Share Point Management support under section 4.1.12 and reflects removal of all PAO support efforts, removes Task XIV - Training support under section 4.1.14, removes 4.1.16 and 4.1.17 requirements which are redundant and supported in other areas of the task order and were not separately priced by the contractor and therefore these two sections removed, and to include updates to the contract file with the Class Deviation and the Contractor's official response to section 10.2 DFARS 252.209-7999 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law.
Mod 10	09/21/2012	The purpose of this modification is to realign the OY1 incremental funding distribution.
Mod 09	09/20/2012	The purpose of this modification is to apply incremental funding towards the negotiated OY2 POP.
Mod 08	30/30/2012	The purpose of this mod is to Exercise Option Year 2 of the task order and apply incremental funding to Option Year 1 and 2 and make minor admin changes.
Mod 07	10/29/2011	The purpose of this mod is to revise task requirements as noted in sections 1.1.1, 2.1, 2.1.1, 2.3, 3.0, 4.1.1, 4.1.1.1, 4.1.1.2, 4.1.1.8, 4.1.1.11, 4.1.1.12, 4.1.1.13, 4.1.2, 4.1.2.9, 4.1.3, 4.1.3.5, 4.1.4, 4.1.4.6, 4.1.5, 4.1.7.9, 4.1.8, 4.1.11.1, 4.1.12, 4.1.12.2, 4.1.12.4, 4.1.15.16, 4.1.16, 4.1.17, 4.1.18, 4.1.19, 4.1.20, 4.1.6.1, 4.2.1, 4.2.2, 4.3, 5.0, 5.1, 5.1.4, 6.0, 6.1, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.2, 6.2.1, 6.3, 6.3.1, 6.3.2, 6.3.2.1, 6.3.3, 6.3.4, 6.3.5, 6.3.6, 6.3.7, 6.3.8, 6.3.9, 6.3.10, 6.3.11, 6.4, 6.5, 6.6, 6.7, 7.0, 7.4, 7.4.1, 7.4.1.2, 7.4.1.1.3, 7.1.4.8, 7.4.2.2, 7.5.2, 7.5.3, 7.9, 8.0, 8.2, 8.3, 8.3.1, 8.3.2, 8.3.3, 8.3.4, 8.4, 8.5, 8.6, 9.1.1, 10.0, 10.1, 10.2, 10.3, 11.3.1, Attachment B, Attachment C, and admin changes to section numbering as noted in bold red text.
Mod 06	09/27/2011	The purpose of this mod is to add incremental funding.
Mod 05	03/21/2011	The purpose of this mod is to exercise Option year 1.
Mod 04	02/10/2011	The purpose of this mod is to change Vendor's remittance address and add incremental funding.
Mod 03	06/22/2010	The purpose of this mod is to incorporate the DD 254 security clearance and add incremental funding.
Mod 02	06/17/2010	The purpose of this mod is to apply EFM administrative no cost mod to incorporate task item changes.
Mod 01	06/10/2010	The purpose of this mod is to apply EFM administrative no cost mod to incorporate task item changes.
Base Award	03/30/2010	Initial Award



PERFORMANCE WORK STATEMENT

HQ USARCENT G6 INFORMATION TECHNOLOGY

SUPPORT

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1.0 INTRODUCTION

1.1 Organization

1.1.1 Identification and Address. Headquarters (HQ) U.S.Army Central Command (USARCENT) is located at Building 1947, Patton Hall, 1Gabreski Dr., Shaw Air Force Base (AFB), Sumter, South Carolina.

1.1.2 Agency Mission. As the Army Service Component Command (ASCC), USARCENT is the only Army-level headquarters in the force structure that is manned and ready to provide a fully deployable, warfighting, command and control headquarters anywhere in the world. As the Army component to the United States Central Command (U.S. CENTCOM), USARCENT has a 24-hour-per-day real world mission to Command and Control (C2) Army forces deployed, or preparing to deploy to, the Southwest Asia (SWA) Area of Responsibility (AOR) and to monitor threats in the SWA AOR. USARCENT AOR subordinate organizations are U.S. Army Central Command-Kuwait (USARCENT-Kuwait), U.S. Army Central Command-Qatar (USARCENT-Qatar), and U.S. Army Central Command-Saudi Arabia (USARCENT-SA). For the purpose of clarity in this document, the command will be referred to as USARCENT.

1.2 Project Background The G6 operates and maintains all facets of the USARCENT networks and provides a help desk to support automation problems for user computers and network related issues. The G6 help desk and services section process all damaged/inoperative/malfunctioning automation equipment in the USARCENT HQs. The G6 is the proponent for the USARCENT HQ's Information Technology Configuration Control Board (ITCCB) for approving automation purchases and requirements. The G6 also manages information assurance, the ADPE inventory, software licenses, and warranty information. The G6 is charged with providing VTC support to the USARCENT HQs.

2.0 SCOPE

2.1 CLIN ONE (Firm Fixed Price). The contractor shall provide technical support to operate and maintain the USARCENT garrison networks; internetworking/WAN engineering support; technical information assurance

support, Voice over Internet Protocol (VoIP) to include Voice over Secure Internet Protocol (VoSIP); help desk; email services; all secure and non-secure USARCENT VTCs; USARCENT ADPE configuration management, Web design and GWOT support to forward USARCENT HQs in theater, equipment, systems purchases and software, licenses, service contracts, and purchases, renewal, modifications, and upgrades. The contractor shall also assist in the technical training of soldiers and technical support for exercises, contingency operations, deployments, and conflicts or war. The contractor shall maintain proficiency in all areas of the PWS requirements to include the equipment, software, and applications currently being used and those that will be put in place in the future.

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including—

- (1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and
- (2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

2.1.1 This task shall provide technical service support to the USARCENT G6 to include the following areas:

- Local Area Network Operations
- Information System Servers Administration
- Authentication/Rights Mgt, Email, Online Storage, Backup & Recovery Services
- Internetworking/ Wide Area Network (WAN) Engineering Support
- Computer Support Center (i.e. Help Desk) Operations
- Video Teleconferencing Support
- ADPE and Software Configuration Support
- Command Group Automation Support
- Global Command and Control System support
- Global War on Terror (GWOT) Support
- CFLCC G6 Radio Communication Support
- SharePoint Portal Support
- SharePoint Web Architect
- VOIP/VoSIP System Engineer (Secure and Non-Secure)
- Information Management Technical Support
- Project Management

2.2 CLIN TWO (Time-and-Materials). CLIN Two is considered a surge and addresses all functions of CLIN One over and above the standard requirements. In addition, CLIN Two addresses special project requirements that must be executed on a rapid response basis in support of deployment requirements. These services provide the USARCENT Commander flexibility to respond to urgent operational IT requirements with technical contractor support on a time-and-materials basis. These services address the following areas:

- Network Operations
- Internetworking LAN/WAN Engineering Support

- ADPE and Software Configuration Support
- Command Group IT support
- Tiger Team Focus Group Project Management

As well as providing the USARCENT Commander the ability to respond to urgent operational requirements with web technology support for command information systems and to provide the USARCENT with the ability to manage tasks using a custom web-based interface and database, the contractor shall provide quick response technical support services to the USARCENT G6. This includes, but is not limited to, extended/after hours of operation, special high priority project engineering, site surveys, and support of exercises, contingency operations, deployments or war.

3.0 {RESERVED}

4.0 PERFORMANCE REQUIREMENTS

The Contractor shall provide uninterrupted and fully-functioning critical system operations to support the USARCENT mission. The contractor shall ensure 99% network and system operations and schedule authorized service interruptions through the SWACC and command group prior to any outage, disruptions, or degradation in service occurs that it could prevent through appropriate planning, proper installation, configuration, operation of equipment or software, adequate monitoring, appropriate maintenance, or other factors within the Contractor's control. All changes to the network shall be submitted by the Contractor to the client's Configuration Control Board for approval prior to implementation.

4.1 CLIN ONE (Firm-Fixed Priced)

4.1.1 Task I, Install, Operate and Maintain (IOM) Network Servers, Operating Systems and Applications.

This task is to be performed 24 hours per day, 7 days per week. This task does not include network email services. Contractor personnel supporting this task shall be required to qualify for (Information Assurance Training) IAT level II, as defined in DODI 8570.1M.

4.1.1.1 The contractor shall provide installation, operations, maintenance, monitoring, and administrative support (ie. Logical Diagrams) to ~~for~~ the USARCENT classified (SIPRNET), USARCENT unclassified (NIPRNET), and coalition (CENTRIXS) networks, permanently installed in Buildings 1947, Shaw AFB, SC and USARCENT servers currently on Camp Arifjan, Kuwait and all fly-away/remote (ie. SHARK kit, CG's quarters) network and system assets in support of USARCENT personnel. This includes the daily maintenance and operations support of all USUSARCENT G6 HQSUPPORT managed systems, SWACC remote administrated servers, and local servers supporting USARCENT personnel and co-located in the USARCENT AOR. The number of servers both physical and virtual will fluctuate with emerging requirements and operational need as will the operating system and physical platform numbering between 60 to 100 + 10% growths per year factored in. These servers must remain in IA compliance and follow all enterprise solution requirements approved by the command.

- Network Operating System installation and configuration, patch management, health monitoring, backups and restoration, Antivirus updates and migrations and non-compliance reporting as required by the G6 and all DISA, Army, and higher headquarter SAV inspection requirements;
- Network Application installation and configuration, patch management, health monitoring, backups and restoration, and migrations and non-compliance reporting as required by the G6;
- VLAN Membership Policy Server (VMPS).

This task also requires the contractor to support and integrate directory services of the current approved operating system version of Active Directory as directed by the South West Asia Cyber Center (SWACC) and the G6.

4.1.1.2 The contractor shall provide administrative documentation, and logical diagramming support for the command's VMWare Virtual desktop Infrastructure which is on the SIPRNET, NIPRNET, and CENTRIXS networks. Support for the VDI environment includes maintaining server farm health, applying patches and hot fixes as required, and migrations and non-compliance reporting as required by the G6.

4.1.1.3 The contractor shall monitor, implement and report compliance with ACERT and vendor-released security patches and software hot fixes on servers and workstations. The contractor shall also monitor, implement, and report compliance of Active Directory GPOs in accordance with SWACC directives.

4.1.1.4 The contractor shall maintain Storage Area Network (SAN) servers for both the SIPRNET and NIPRNET. This task includes the day-to-day operation and maintenance of Dell storage arrays and associated fiber-channel switches and hardware.

4.1.1.5 The contractor shall maintain all associated network systems hardware to include Dell servers, storage arrays, channel-channel switches, and tape libraries. The contractor shall support other approved vendor hardware as required by the G6. Additional training may be required for other vendor hardware, software, and installation procedures; such training will be furnished by the Government.

4.1.1.6 The contractor shall maintain IP addressing schemes for the SIPRNET, NIPRNET and CENTRIXS networks.

4.1.1.7 The Contractor shall perform back-ups and archiving of all critical servers, as well as manage storage, cataloging and rotation of back-up media. The contractor's assigned backup administrator shall follow G6 policies and directives regarding off-site storage requirements and follow the Continuity Of Operations Plan (COOP). The ability to restore from back-up media shall be verified quarterly by the Contractor in a test environment with integrity checks to ensure backups are viable. The government will be responsible for transportation of backup tapes to the off-site facility. The contractor shall maintain a year's worth of weekly full and three months of daily back-ups of all critical servers (to include file servers, portal servers, and domain controllers) and application data as determined by the G6 and as mandated by the DoD, DISA, or Army IA regulations.

The Contractor shall perform back-ups and archiving of critical USARCENT servers to include exchange servers, information stores/data bases, domain controllers and SAN servers. The ability to restore from back-up media shall be verified quarterly by the Contractor. With the GFE provided by the G6, the contractor shall maintain a year's worth of weekly and three months of daily backups of all critical servers and application data as determined by the G6. The contractor shall provide reports in accordance with Paragraph 6.3.

4.1.1.8 The contractor shall establish and conduct an effective network and server monitoring program that provides a meaningful analysis of network equipment, and bandwidth utilization, using approved software/hardware by the CCB. These tools shall be provided to the Government as requested, to provide situational awareness on USARCENT G6 assets. The purpose of monitoring is to identify problems, potential problems, inefficiencies, and bottlenecks. Scope includes both classified and unclassified networks.

4.1.1.9 The contractor shall research automation Army initiatives and projects, as required, that interfaces or affects USARCENT systems and networks and shall provide a written summary of findings.

4.1.1.10 The contractor shall discuss any proposed or envisioned network changes with the G6 HQs SUPPORT Chief or his designated representative. The contractor shall make no changes to network configuration without approval from the G6 HQs SUPPORT Chief or his designated representative with the proper approval from the SWACC if a hazardous condition (HAZCON) could affect service availability.

4.1.1.11 The contractor shall perform maintenance on all network systems hardware and software, as applicable by IA compliance or as routine security maintenance with the proper SWACC and Command approval, if affected by a service interruption/outage.

4.1.1.12 The Contractor shall install, operate, and maintain physical and virtual servers for emerging requirements. The contractor will be responsible for the hardware, operating system, and any required software common to existing USARCENT servers (database software, etc). The staff section with the new requirement, or their hired contractors, is responsible to install, operate, and maintain the specific application that meets their requirement. The contractor should anticipate 10% growth per year, until the Army Data Consolidation Plan takes over this function, at which point a future contract mod will address the changes to Task I as any enterprise solutions dictate..

4.1.1.13 The contractor shall establish and maintain an effective virtual hosting environment to include VMware and associated hardware. The contractor will maintain proper configuration according to DISA STIGS and report non-compliance as required by USARCENT G6 and as mandated by the DoD, DISA, or Army IA regulations, guides and advisories.

4.1.1.14 Emergency Maintenance. During non-duty hours the contractor shall be required to respond within one hour of being notified of an automation problem to information systems under the direct control of the contractor, whereby that problem will likely impact ten or more users for more than five minutes on the network as determined by the ISMD Chief or his designated representative. If a technician is required to be dispatched to the customer site after duty hours or on the weekend, the contractor shall provide a competent technician on site within two hours of notification of the emergency. IT problems that impact the USARCENT Command Group (Commanding General, Deputy Commanding General, Chief of Staff, SGS, Sergeant Major, CG's and DCG's Aides) shall be considered an emergency. VTC problems involving the Command Group will also constitute an emergency.

4.1.1.15 Audit accounts, network rights, and access to NE systems and equipment.

4.1.1.16 Evaluate potential security risks and take appropriate corrective and recovery action if a risk or data compromise is identified. STIG all network devices and maintain current IOS as directed by security directives; questions should be addressed under the guidance of G6 IA.

4.1.1.17 Ensure that hardware, software, data, and facility resources are archived, sanitized, or disposed of in a manner consistent with system security plans and requirements.

4.1.1.18 Coordinate with the network team to install, test, maintain, and upgrade network operating systems software and hardware to comply with security requirements.

4.1.1.19 Coordinate with the network team to develop and implement access control lists on routers, firewalls, IDS, and other network devices.

4.1.1.20 Utilize SCCM and recognized IA security tools to push patches to network servers and workstations for Information Assurance Vulnerability Alerts (IAVAs) Information Assurance Vulnerability Bulletins (IAVBs), and Information Assurance Technical Tips (IATTs) reported by the Army Information Assurance Vulnerability Management (IAVM) program by compliance date using DoD-approved tools. IAVBs and IATTs shall be patched NLT 30 days after receipt. Use Army Retina Scan and/or future approved Army tools to scan network for compliance and report compliance on the Army Asset and Vulnerability Tracking (A&VTR) database.

4.1.1.21 Ensure all USARCENT assets are loaded in Army directed database(s) and remain current.

4.1.1.22 Obtain and maintain IA certifications appropriate to position, per DoD Instruction 8500-1.M

4.1.2 RESERVED

4.1.3 Task III, Install, Operation, and Maintain LAN/WAN Hardware, Circuits, and Security Devices

Contractor personnel supporting this task shall be required to qualify for IAT level I, II, as defined in DODI 8570.1M.

4.1.3.1 The contractor shall provide technical support in the design, installation, configuration, and monitoring of USARCENT garrison (SIPRNET, NIPRNET, and CENTRIXS) and Lucky Main tactical networks to include exercises, contingency operations, deployments, special training events, and assistance visits. Equipment to be configured includes Cisco routers, switches, and Catalysts, proxy servers, firewalls, Intrusion Detection Systems (IDS) and Intrusion Prevention Systems (IPS).

4.1.3.2 The contractor shall provide technical support in the connection of dedicated point-to-point data circuits, consisting of all data circuits, both commercial leased and DISA provided, and wireless access cards, CSU/DSU devices, switches and routers.

4.1.3.3 The contractor shall assist in the training of soldiers in the configuration of routers, switches, use of specialized testing equipment (ie. Firebird, Fluke, O-scope, Fusion Splicer) and configuration of other internet-working equipment (ie. TACLANE, KIV-7, FASTLANE).

4.1.3.4 The contractor shall maintain network security prevention and detection devices, content filtering devices, and web caching engines to include Cisco ASA Firewalls, Cisco IDS, Cisco Caching Engines, and WebSense Content Filtering Software. The contractor shall receive guidance from the G6 and designated representatives concerning network security policies and security system configurations via DISA STIG, bulletins, advisories, etc. in accordance with SWACC and ACERT directives.

4.1.3.5 The contractor shall provide VoIP and VoSIP technologies security and support as required. The contractor shall also install, operate and maintain the approved Virtual Private Network (VPN) solution. All VoIP and VoSIP equipment will be maintained according to DISA Security Technical Implementation Guides (STIG).

4.1.3.6 The contractor shall provide installation and maintenance of network LAN cable media(s) (in totality for the CAT 5, CAT 6, fiber, etc.).

4.1.3.7 The USUSARCENT Commanding General (CG) and their support staff travel throughout the world. The contractor shall provide reliable and secure communications to conduct Command and Control. This entails providing support and maintenance and fly-away capabilities for IT equipment used by the CG and his staff, prior to and during the CG's travels. Support shall include utilizing secure VTC, secure VoIP, and network tunneling through NIPRnet for secure email. Contractor shall be required to travel for advanced party setup or troubleshooting and routine testing, as needed.

4.1.4 Task IV, Help Desk Operations

Contractor personnel supporting this task shall be required to qualify for IAT level I, II, or III, as defined in DODI 8570.1M.

4.1.4.1 The contractor shall provide on-site Help Desk support to the USARCENT G6.

4.1.4.2 The contractor shall receive all calls, walk-ins, e-mails, faxes, and generate open trouble tickets and initiate the resolution process and coordinate trouble ticket reassignment to the appropriate section within the G6 after Tier 1 support has been administered. Where problems with Government software applications (i.e. DMS, AMP, PKI, GCCS/AGCCS applications) occur (other than system administration functions as they apply to the Government application), the caller shall be referred to the appropriate G6 Government staff section for problem resolution. Assistance requests are anticipated to include any and all aspects of Tier 1 (over the phone or by remote access) Tier 2 on-site CST/IMO technical support and Tier 3 system/network administration support to resolve. If an issue arises out of the G6 permission/access level, this issue will be assigned to the appropriate governing agency (ie. SWACC, DISA, AF TCG, Dell Rep). This may include hardware and software problems, data entry, system administration and reporting. The contractor shall have

the capability of processing up to 300 trouble tickets per week. The Contractor shall provide input and maintain a helpdesk support trouble ticket system. The Contractor shall prioritize trouble ticket responses to ensure mission critical problems are resolved first.

4.1.4.3 The contractor shall provide documented and recorded through the CCB configuration of all automation devices, to include workstations, docking stations, printers, monitors, thin client hardware, VoIP instruments, AV control devices, and external CAC readers. The contractor shall provide configuration support for these devices and their interoperability requirements to provide connectivity to the network. The contractor shall also activate router ports and VLAN configuration for LAN drops. The contractor shall maintain Ghost-system images for all approved government purchased models of USARCENT desktop and laptop systems.

4.1.4.4 The contractor shall operate and maintain the "Customer Service Center (CSC)", i.e. help-desk, as the central repository for customer interface with the G6 with automation requirements, tracking hardware and software work orders and customer trouble tickets.

4.1.4.5 The Contractor shall establish procedures for inventory controls of equipment in system, equipment spares or bench stock, and track the arrival or changeout of items on the G6 hand receipt, thereby informing the hand receipt holder of any changes affecting the G6 inventory and shall review and track usage history of parts to determine adequate stock inventory reorder levels.

4.1.4.6 The Contractor shall be required to perform SIPR PKI Enhanced Trusted Agent (ETA) and Trust Agent (TA) duties and responsibilities to accomplish the goal of deploying SIPR PKI Tokens to all USARCENT SIPRNET users. The contractor shall process, review and test procedures required to deploy tokens to military, civilian, and contractors who have Army sponsored accounts on the SIPRNET

4.1.4.7 The contractor shall provide hardware maintenance under warranty/service contract or agreements, repair, and support for USARCENT approved hardware to include the following:

- Laptops
- Desktops
- Thin Client Terminals
- Document Management Stations (printers, faxes, scanners, copiers)

4.1.5 RESERVED

4.1.6 Task VI – Video Teleconferencing Conference (VTC) Support

Contractor personnel supporting this task shall be required to qualify for IAT level I, as defined in DODI 8570.1M.

4.1.6.1 USARCENT requires full time technicians to support Multi-Conference Unit (MCU) servers. These technicians shall work a 40-hour work week and overtime as required by the mission. (See contract work hours). Position may be deployable. The technicians support conferences classified up to SECRET level and unclassified conferences. Technicians require a SECRET clearance, a valid US Passport, certification to operate, trouble shoot, and repair the MCU. The VTC Technicians shall be located at the USARCENT at Shaw AFB, SC, or at deployed locations when the mission so requires.

4.1.6.2 The technicians shall provide diagnosis and first level resolution of problems associated with MCUs and associated endpoints. The technicians shall keep the USARCENT POC apprised of technical problems and their status. The contractor shall meet the following requirements:

- Coordinate with remote sites to facilitate equipment repairs or assistance with connectivity problems.

- Provide troubleshooting of equipment and effecting repairs when possible, coordinating with the equipment manufacturer for expedient repair/replacement as required.
- Track equipment failure and equipment that needs to be replaced at the remote sites and reporting direct to Government hub manager.
- Provide VTC training to assigned personnel as required.
- Load, change and configure crypto equipment as required to support the VTC.
- Coordinate the change of crypto equipment with all ARCENT AOR locations; currently there are three locations but this may change based on mission requirements.
- Shall possess a SECRET clearance and shall also qualify as Communication Security Material System (CMS) User at assigned site.
- Maintain up-to-date "VISIO" diagrams, in a format compatible with Microsoft Visio, of VTC configuration for CONUS ARCENT Enclave to include circuit paths, addressing schemes, dial-up numbers, technical POC information, and other technical details required to efficiently IOM the VTC systems.
- Maintain the VTC equipment in the Lucky Conference Room (LCR), Crisis Action Center (CAC) conference room, G6 conference room, and other (Annex 3, Annex 6/7 & C9) conference rooms , and conference rooms at Shaw AFB by ensuring all equipment is functioning properly.
- Comply with all resident command instructions and standard operating procedures.
- Maintain a log of all outages and service degradations, including the time, problem and solution.
- Will ensure system compliance with all pertinent DODD, DA and USARCENT policies.

4.1.7 Task VII, Automation Management Plan, ADPE & Software Configuration and Inventory Support

4.1.7.1 The contractor shall provide administrative support to Command Information Management Board (CIMB). Contractor shall track ADPE items, such as laptop and desktop computers, servers, printers, plotters, scanners, copiers and software licenses.

4.1.7.2 The Contractor shall track the ADPE inventory by equipment status as defined by USARCENT SOP.

4.1.7.3 The Contractor shall recommend new Automated Data Processing Equipment (ADPE) and upgrades in support of the CCB process and authorized purchasing through the Army CHES website. The Contractor shall provide Headquarters and Headquarters Company and the Special Troops Battalion Supply Section with the CIMB approved distribution list for new ADPE equipment.

4.1.7.4 The Contractor shall coordinate with manufacturers and vendors for product demonstrations and testing to provide situational awareness of emerging technologies and automation solutions sponsored by the Army Enterprise.

4.1.7.5 RESERVED

4.1.7.6 The Contractor shall track and maintain site licenses for all USARCENT Government software, both client and server, for all USARCENT locations. Contractor shall notify COR when site license is within 95% of maximum usage to alert USARCENT personnel of potential for purchase of additional licenses.

4.1.7.7 The Contractor shall monitor and recommend warranty levels on existing ADPE equipment and new purchases. The Contractor shall track warranty problems to resolution. The Contractor shall track all ADPE warranties on new and existing equipment.

4.1.7.8 The Contractor shall maintain a record of all classified hard drives destroyed to include the destruction certificate by system, user, directorate, and serial number of individual hard drive utilizing regulation approved degaussing or destruction methods.

4.1.7.9 The Contractor shall maintain an account in the Army Portfolio Management System (APMS) or related system(s) with same/similar functionality and maintain USARCENT records therein.

4.1.7.10 The Contractor shall monitor and track USARCENT G6 Budget and provide weekly updates in excel to resources branch manager of all expenditures, balance, projected expenditures, and obligations.

4.1.8 Task VIII, Command Group Automation Support and USARCENT Forward G4

Contractor personnel supporting this task shall be required to qualify for IAT level I, as defined in DODI 8570.1M.

4.1.8.1 The contractor shall provide computer automation support to the USARCENT Command Group to include the Commanding General, Deputy Commanding General, Chief of Staff, both Aides, SGS, Command Sergeant Major, Commanding General's Initiative Group Colonel and Lieutenant Colonel, all General Officer Secretaries, and SGS support personnel in the Command Group Office and USARCENT Forward G4.

4.1.8.2 Support shall consist of, but not be limited to configuration of all laptops, desktops, printers and other peripheral office automation equipment used by the Command Group and USARCENT Forward G4 to include email clients. The contractor shall ensure all Command Group laptops are configured for remote access to the USARCENT Networks by VPN.

4.1.8.3 The contractor shall use Government-furnished back-up software to maintain a daily back-up of all data for all Command Group and USARCENT Forward G4 personnel.

4.1.8.4 The contractor shall check and test the Commanding General's, Deputy Commanding General's, and Aides laptops for remote access once every week to ensure software and hardware are operational.

4.1.8.5 The contractor shall document all Command Group and USARCENT Forward G4 personnel computer settings and file locations as outlined in the Command Group Automation SOP above the rank of Sergeant First Class and be prepared to set up a new machine for a user if their machines crashes and restore their backed-up data.

4.1.8.6 The contractor shall carry a Government-furnished communications device during off-duty hours and on weekends to respond to assistance requests from the Commanding General, Deputy Commanding General, and Chief of Staff. A soldier and contractor can alternate weekends.

4.1.8.7 The contractor shall install, configure, and instruct the Command Group and USARCENT Forward G4 personnel on the use of PKI (public/private key encryption) such as the use of the CAC to access, sign, and encrypt email on computers and portable devices, access VPN, use PKI-protected DoD web sites, and other PKI requirements as they arise.

4.1.8.8 The contractor shall configure and maintain the Command Group (e.g. Commanding, Deputy Commanding General, Chief of Staff and Sergeant Major's) ADSL connections located at designated Command Group government personnel residences in the Sumter, SC commuting area and USARCENT Forward G4.

4.1.9 Task IX, ADPE Procurement Coordination Support

4.1.9.1 The contractor shall provide technical and analytical administrative support in researching technical specifications, processing, and ordering ADPE, Crypto, Router, Switch, and any required equipment in support of the G6 garrison and tactical mission.

4.1.9.2 The contractor shall conduct all ADPE procurement actions using both electronic and paper processes as required by HQ USARCENT, FORSCOM, and GSA, and GSA FAST programs.

4.1.9.3 The contractor shall only prepare the procurement documents, but the delegated Government representative will approve all procurement actions and sign all required documentation.

4.1.10 Task X, Network Security

Contractor personnel supporting this task shall be required to qualify for IAT level II, as Information Assurance Workforce Improvement Program DoD 8570.01-M, December 19, 2005, Change 3, 01/24/2012 to include future changes to this directive. Professional Certification(s) and computing environment (CE) certifications on IA specific security tools being utilized by the enterprise architecture will be required. Additionally, contractor will meet Computer Network Defense Service Provider (CNDSP) Analyst requirements, per USARCENT IA Policy PS-USARCENT-2012-001_IA_Workforce to perform these.

The contractor shall perform the following network security functions:

4.1.10.1 Examine potential security violations to determine if the network enclave (NE) policy has been breached, assess the impact, and preserve evidence, as directed, to support the Syslog/ ArcSight or applicable logging Server maintained by G6 IA.

4.1.10.2 Support monitor, test, and troubleshoot hardware and software Information Assurance (IA) problems pertaining to the NE. Receive and analyze network alerts from various sources within the NE and determine possible causes of such alerts

4.1.10.3 Recommend and schedule security related repairs (ASIs; maintenance) in the NE.

4.1.10.4 Analyze patterns of non-compliance and report non-compliance to the G6 IAM Team. Characterize and analyze network traffic to identify anomalous activity and potential threats to network.

4.1.10.5 Take programmatic actions to minimize security risks and insider threats.

4.1.10.6 Diagnose, resolve, and document network system security problems in response to security incidents in accordance with recognized Best Business Practices, USUSARCENT Incident Response Plan and Security Policies governing this action.

4.1.10.7 Keep abreast of DoD-approved system security tools and products. Provide monitoring capability to G6 leaders upon request.

4.1.10.8 Assess the performance of security controls (i.e. define) within the NE.

4.1.10.9 Configure, optimize and test network servers, routers, and switches to ensure they comply with security policy, procedures, and technical requirements in conjunction with network and system administrators.

4.1.10.10 Coordinate with the network team to install perimeter defense systems including intrusion detection systems, firewalls, grid sensors, etc., and enhance rule sets to block sources of malicious traffic.

4.1.10.11 Work with other privileged users to jointly solve system security problems.

4.1.10.12 Adhere to IS security laws and regulations to support function operations for the NE.

4.1.10.13 Assist in developing security incident response actions.

4.1.10.14 Support Security Test & Evaluation of the DoD Information Assurance Certification and Accreditation Process (DIACAP).

4.1.11 Task XI, PKI Local Registration Authority Support

Contractor personnel supporting this task item shall be required to possess IAT level III certification, as defined in DODI 8570.1M.

The Army has identified over 300,000 SIPRNet users, that must be converted from using password based authentication to token based. The contractor shall be required to perform web PKI Local Registration Authority Support. In order to accomplish the goal of deploying a smart card to all SIPRNet users, the contractor shall develop and test processes that shall be supported globally and in austere environments. The contractor shall provide support personnel for a small number of Local Registration Authorities (LRAs) to larger sites, who interface and use of Trusted Agents (TAs).

Support activities include the following:

- Process development, review, and testing to support the issuance of SIPRNet tokens to military, civilian, and contractors who have Army sponsored accounts on the SIPRNet.
- Support testing of PKI card issuance, control and destruction processes to ensure they meet the Army's needs and requirements.
- Travel within CONUS to support process development and testing activities.
- The contractor shall provide support to develop training materials for the Army Trusted Agents (TAs).
- Training development, review, and testing to ensure trusted agents have the ability to properly fulfill their support role.
- Travel within OCONUS to attend and perform training related tasks.

4.1.12 Task XII, Web Development and Sharepoint Management

The contractor shall be required to perform web development and migration of current sites to the new 2010 Share Point Portal. Contractor personnel supporting this task shall be required to qualify for IAT level III, as defined in DODI 8570.1M.

4.1.12.1 Development and customization of Microsoft Share Point portal using ASP.NET, VB.NET and C#.

4.1.12.2 Contractor shall provide security/authentication for database servers, user data, and Web Part metadata storage. Currently USARCENT is using MS SQL 2005 and are required to migrate to SQL 2008.

4.1.12.3 Ensure back-ups and information security/availability best practices are maintained.

4.1.12.4 The contractor shall provide enterprise-level support for the USARCENT command's Microsoft SharePoint Server portals on SIPRNET, NIPRNET. The level of support shall include:

Sr SharePoint Admin:

- Portal administration for up to 350 teams sites per network
- System Administration of 8 physical (4 NIPR, 4 SIPR, 14 NIPR Virtual Servers, 13 SIPR Virtual Servers)
- Maintain and rehearse the Disaster Recovery Plan, Perform Backup and Restores (SharePoint and Server OS)
- Work with vendors to provide replication between geographic locations (Current software is AvePoint). Provide customization of SharePoint layouts of various sites.
- Provide custom Microsoft applications for SharePoint utilization.
- Seek out and work with vendors for means to improve capabilities throughout the SharePoint Enterprise and advise the Government as to what resources could be applied to ensure success once a capability has been identified. Contractor shall perform security baselines and enforce DIACAP policies.
- Perform the duties of a SharePoint System Administrator
- Contractor personnel supporting this task shall be required to qualify for IAT level III as defined in DOD 8570.1-M and applicable current revisions.

DBA SQL Admin:

- System Administration of servers:
 - NIPR: 4 SQL (physical)
 - SIPR: 4 SQL (physical)
- Maintain and rehearse the Disaster Recovery Plan, Perform Backup and Restores SQL database
- Provide SharePoint administration for SharePoint SQL Server Database (NIPR, SIPR)
- Contractor should perform security baseline and enforce DIACAP policies
- Contractor personnel supporting this task shall be required to qualify for IAT level I, and level III as defined in DOD 8570.1-M and applicable current revisions.

SharePoint Administrator:

- Portal administration for up to 350 teams sites per network
- The contractor shall provide on-site support in support for SharePoint end users customer service support
- Design, research, layout edit, coordinate and proof new section and features of the organizations' web sites.
- Participate in tiger teams and work group meetings related to the development of policies and procedures.
- Meet with staff section SSAs, IMOs, functional users and other members of the technical staff participating in the development of specific plans of their participation in the organization's web sites.
- Contractor personnel supporting this task shall be required to qualify for IAT level II as defined in DOD 8570.1-M and applicable current revisions.

4.1.13 Task XIII. USARCENT (FWD), KU G6 Radio Communication Support

4.1.13.1 The contractor shall manage and have oversight over the G6 Radio Communication Room, and shall install, operate, and maintain Single Channel TACSAT/VHF communications network system. The G6 Radio Communications room is the assigned NCS for the Kuwait AOR.

4.1.13.2 Equipment: The G6 Radio Room team's system responsibilities include the installation, operation, and maintenance of a variety of CCI, antennas, and COMSEC equipment. The following items listed are the systems required to accomplish the G6 radio mission:

- AN/PSC-5(SATCOM Radio)
- RT-1523E ©/U ASIP
- SRT-1523 ©/U SINCGARS
- AN-CYZ 10 Data Transfer Device (DTD)
- KYK-13 Electronic Keying Device
- OE-254 Antenna
- COMSEC: All COMSEC, issued by the Theater COMSEC Management Office (TCMO).

4.1.13.3 The contractor shall perform the following:

- Inventory all CCI equipment before assuming each shift.
- Review/maintain shift log book in accordance with appointed duties.
- Conduct radio checks every two hours and record the results on the appointed log.
- Inform management of any significant changes or events that occur.

- Conduct COMSEC changeovers in accordance with the Keying Material (KEYMAT) expiration schedule, destroy all COMSEC material in accordance with worksheets as dictated by management, and provide the destruction documentation to the COMSEC team as required by Army and DoD regulations.
- Ensure maintenance of antennas located on platform behind the COIC floor, with the assistance of other personnel. Be prepared to brief G6 personnel, Command Group, or authorized visitors on capabilities, current status, and any issues that may have occurred.

4.1.14 {RESERVED}

4.1.16 {RESERVED}

4.1.17 {RESERVED}

4.1.18 Task XVIII, Components of the GCCS and GCCS-A/J Systems

Installing, administering and maintaining (to include accountability) of all the components of the GCCS-A/J systems and associated applications and computer systems. The required support will affect the aforementioned locations of GCCS –A/J systems. Contractors serving as GCCS-A/J Systems Administrators shall have technical functional working knowledge of both systems and their associated applications, and the ability to integrate systems and their applications with on another, as well as other Army Battle Field Command Systems (ABCS) and joint platform systems. Contract systems administrators shall possess a secret security clearance and have a technical working knowledge of Basic UNIX, INFORMIX, SUN Microsystems Solaris, VMware and Windows Server Operating Systems. Contractor personnel supporting this task shall be required to qualify for IAT level I, as defined in DODI 8570.1M.

4.1.18.1 The contractor shall provide effective technical support for COP management through the use of GCCS-A/J, C2PC, Maneuver Control System (MCS), and other associated systems connected through the GCCS-A/J Servers.

4.1.18.2 The contractor shall research and evaluate potential solutions that incorporate GCCS-A/J access and functionality in USUSARCENT garrison tactical operations and Kuwait. Documented results shall be formally submitted through the USARCENT G6 to the USUSARCENT G3 point of contact for further dissemination as requested by COR/Technical Control Officer.

4.1.18.3 The contractor shall provide recommendations regarding integrating the GCCS-A/J systems and applications into the existing US USARCENT C2 architecture, processes and procedures.

4.1.18.4 The contractor shall load and configure all GCCS-A/J hardware and software; establish and maintain user accounts, files and profiles; troubleshoot and resolve system problems; and, as required, identify and report network malfunctions to those responsible for its maintenance.

4.1.18.5 The contractor shall be required to travel for technical conferences, operational and/or exercise deployments, both locally, within CONUS, and overseas to USUSARCENT's area of operations (AOR- the Mideast and Southwest Asia). The contractor shall be required to develop a separate personnel support plan addressing issues, including extended work efforts and contract personnel standards, during the support of extended contingency missions per trip; 3 – 4 trips are estimated a year. The report shall be due 2 weeks after return. Extended contingency for this purpose is defined as 2 weeks.

4.1.18.6 The contractor shall be required to produce briefings, assist in establishing USARCENT GCCS-A/J policies and procedures regarding current and future configurations and mobility, not to exclude supporting applications of the GCCS-A/J.

4.1.18.7 The contractor will support the development of standard policies and procedures governing the administration and maintenance of GCCS-A/J systems.

4.1.18.8 The contractor shall develop a method of tracking and analyzing failures associated with the GCCS-A/J systems.

4.1.19 Task XIX, Project Management Support:

The Contractor shall provide a Project Manager or alternate who shall be the primary point of contact for all actions to and from the COR and designated Government representatives. The project management representative(s) shall have overall responsibility for the successful performance of the task order, including management of all contract personnel (administration, life support (Kuwait), contractor conduct/discipline, etc.), USARCENT's data communication projects and day-to-day operations of the USARCENT C6 data network, coordination of all network changes, equipment procurement, and other necessary information with the C6 prior to changes occurring, reporting, quality control, etc. Contractor personnel supporting this task shall be required to qualify for IAT level I, as defined in DODI 8570.1M.

The Contractor's Project Manager or their designated alternate shall be available to be contacted by the COR at all times, specifically 24x7x365 days per year.

4.1.20 Task XXII VOIP System Engineering Support

Contractor personnel supporting this task shall be required to qualify for IAT I, as defined in DODI 8570.1M.

4.1.20.1 The Contractor shall provide VoIP/VoSIP Engineering support for change management, engineering, design, and configuration of the Cisco VOIP/VoSIP technologies that achieve the proper balance of cost, service level agreements and technology risks at levels consistent with Third Army/USUSARCENT's requirements for strategic relocation to Shaw AFB, SC. This support function is focused on managing, maintaining change management, providing technical expertise and best practices for deployment and ongoing support of USARCENT's VOIP/VoSIP infrastructure, including solution recommendations and implementation, technology evaluation, process definition, and support for a command of approximately 1200 personnel.

4.1.20.2 The contractor shall support the Headquarters Support Network & Engineering Team and coordinate information as the primary liaison with internal customers and third party vendors for strategic planning, change management adoption, integration and standards, engineering design, business analysis, and project leadership representing the organization's in-house IP telephony voice communication services architecture and its associated network connections and component hardware. Additional support functions include collaboration with the USARCENT officials and fellow network services engineers in developing and executing a multi-year, enterprise Cisco VOIP/VoSIP infrastructure technology strategy and implementation. The contractor shall define and document the VOIP/VoSIP infrastructure to ensure compliance with all federal government statutory regulations and USUSARCENT policies for internal and external enterprise-wide converged voice projects.

4.1.20.3 This section will be augmented by Telecommunication Office (TCO) militarygovernment personnel.

4.2 RESERVED

4.2.1 RESERVED

5.0 QUALITY CONTROL

5.1 Quality Control Plan (QCP)

5.1.1 In compliance with standards as specified in this document, the Contractor shall provide and maintain a QCP that contains, as a minimum, the items listed below to the Contracting Officer (CO) for acceptance not later than seven days after the start of this task order and whenever a significant change is necessitated in the QCP. The CO will notify the Contractor of acceptability of the plan within seven days. The Contractor shall

make appropriate modifications and submit the revised QCP to the CO within seven days of notification of required changes.

5.1.2 The plan shall include the following requirements, as a minimum:

- A description of the inspection system to cover all services listed in the Performance Work Statement and Performance/Deliverables Matrix. Description shall include specifics as to the areas to be inspected on both a scheduled and unscheduled basis, frequency of inspections, and the title and organizational placement of the inspectors. Additionally, control procedures for any Government-provided keys or lock combination shall be included.
- A description of the methods to be used for identifying and preventing defects in the quality of service performed.
- A description of the records to be kept to document inspections and corrective or preventive actions taken.
- All records of inspections performed shall be retained and made available to the Government upon request.

5.1.3 Quality Assurance

The Government will evaluate the Contractor's performance of this task order. For those services listed in the Performance/Deliverables Matrix, the Client Representative, Contracting Officer's Representative (COR), or evaluators will follow the method of surveillance specified. Government personnel will record all surveillance observations. When an observation indicates defective performance, the Client Representative, COTR, or evaluators will require the task order manager or representative at the site to initial the observation. The initialing of the observation acknowledges that the Contractor has been made aware of the defective performance and does not necessarily constitute concurrence with the observation. Government surveillance of services not listed in the Performance/Deliverables Matrix or by methods other than those listed in the Performance/Deliverables Matrix (such as provided in the Inspection of Services clause) may occur.

6.0 DELIVERABLES AND ACCEPTANCE

Deliverables shall be provided in electronic format that is compatible with government-owned software such as Microsoft Office and Visio, except where required printed materials have been noted.

6.1 Intermittent Reports

6.1.1 **Quality Control Plan (QCP). Deliverable # 22, (Associated with Paragraph 5.1)**

6.1.2 Government Review Reports. As requested by the Government, these reports shall be prepared as defined in ALLIANT or the PWS, as applicable. Weekly meetings will be held between the contractor and COR/ACOR. A telephone conference, with follow-on written or email notes prepared by the contractor, shall satisfy this requirement. The contractor shall provide a report of problems, open issues, resolutions and recommendations within 5 working days of the meeting.

6.1.3. RESERVED

6.1.4. RESERVED

6.1.5. **GCCS and GCCS-A/J Systems Report. Deliverable # 18 (Associated with Paragraph 4.1.18)**

The contractor shall provide documented solutions per Paragraph 4.1.18.2. The contractor shall provide a personnel support plan per Paragraph 4.1.18.5 and briefings in accordance with Paragraph 4.1.18.6.

6.2 Weekly Reports.

6.2.1. RESERVED

6.3 Monthly Reports.

6.3.1. Monthly IOM Network, Systems and Applications Report. Deliverable # 1 (Associated with Paragraph 4.1.1).

The Contractor shall maintain and provide the following network documents and submit a monthly Report into the ITSS as an Acceptance Report by the 10^h calendar day of each month.

- A summary of hardware, server hardware, and network infrastructure;
- A summary of software, server software, and network management software. The contractor shall track the number of licenses owned versus numbers and locations of installed software.
- Directory map of the headquarters common drives on both the SIPRNET and NIPRNET network resource and drive assignments;
- List of network servers with model number, functions, software and version, vendor, model, and warranty information of network equipment;
- Contact information, including email, phone and cell numbers, for all contract personnel;
- Purchase and installation dates and descriptions of all network infrastructure equipment;
- Hard disk capacity and available free space on network servers;
- Preventive maintenance performed;
- List of IAVMS (alerts, bulletins, technical tips) tasked by ACERT and patch status;
- Anti-Virus updates, OS and application patches on all servers and workstations;
- Per IAVM, the percentage of assets corrected from the server (i.e., SMS, Norton Enterprise, WSUS, and SUS); Currently use BigFix, and SCCM. Documented patch problems and suggestions for a fix;
- "Army All" IAVA scan (executive report) using Eye Retina IAVA scanner, upon request.
- Updates and/or changes made to scanning tools;
- A record of weekly back-up validations;
- The contractor shall provide as part of the monthly report, a summary of normal maintenance and on-call maintenance performed.

6.3.2. IOM LAN/WAN Hardware, Circuits, and Security Devices Report. Deliverable # 3 (Associated with Paragraph 4.1.3). The contractor shall provide a electronic copy of a detailed network design, in a format compatible with Microsoft Visio, of all USARCENT HQs networks for exercises, contingency operation, and wartime networks, within one week of large architectural changes and when specifically requested. The contractor shall maintain a year's worth of monthly full back-ups and three months of weekly back-ups for all routers, switches, firewalls, IDS/IPS, VoIP/VoSIP call manager, and VPN concentrator. Backups shall be verified on a weekly basis by the contractor.

6.3.2.1. Monthly IOM LAN/WAN Hardware, Circuits, and Security Diagram and Configuration Report. Deliverable # 3a (Associated with Paragraph 4.1.3). The contractor shall update the following information and provide the required documents reported monthly by submitting to the COR, or their designated representatives, electronically via email and 1 hard copy due by the 5th calendar day of each month.

- Diagram of SIPR, NIPR, and CENTRIXS network configurations,
- Switch/hub configuration,
- Switch/hub firmware revision breakdown, and
- Available port count by Intermediate Distribution Facility (IDF)

6.3.3. Monthly Help Desk Report. Deliverable # 4 (Associated with Paragraph 4.1.4).

The contractor shall provide a monthly summary report in the ITSS as an Acceptance Report by the 5th calendar day of each month reflecting work orders processed, with category or problem, time to complete work

orders by time breakout. The contractor shall maintain records of customer calls, start and completion time/date, diagnostic procedures, resolutions, post-evaluations, etc.

6.3.4. ADPE Inventory Report. Deliverable # 7 a (Associated with Paragraph 4.1.7.2)

The Contractor shall maintain and update a copy of ADPE inventory reports and records, which shall be submitted by the 5th calendar day of each month in an electronic format to the COR, Resources Management and G6 HQs SUPPORT Chief or other designated representatives as specified by the COR.

6.3.5. USARCENT Software Report. Deliverable # 7 b (Associated with Paragraph 4.1.7.6. The Contractor shall maintain and update monthly, a complete listing of all commercial, Government software, and automated programs used in all USARCENT HQs locations, to include garrison and tactical systems. The listing shall include a complete description of each system, as to purpose and function, what section operates the software, the local POC, and the functional proponent to include name and phone number. The listing shall also include the required operating and how the system communicates across the network to connect with other required systems. The listing shall be provided to the COR, Resources Management, JMN and HQ SUPPORT Chiefs which shall be submitted by the 5th calendar day of each month in an electronic format.

6.3.6. Destruction Documents Report. Deliverable # 7 c (Associated with Paragraph 4.1.7.8. The Contractor shall provide monthly report submitted by the 5th calendar day of each month in an electronic format to the COR, G6 HQ's SUPPORT Chief or other designated representative as specified by the COR, a current list of all equipment and software under warranty and date of warranty and license expiration.

6.3.7. Material ODCs Report. Deliverable # 9 (Associated with Paragraph 4.1.9). The contractor shall maintain a record of all procurement actions and a running total of funds expended and provide a monthly summary of procurements submitted by the 5th calendar day of each month in an electronic format to the COR, as required.

6.3.8. Network Security Report. Deliverable # 10 – (Associated with Paragraph 4.1.10)

The contractor shall provide a report which identifies security vulnerabilities resulting from a departure from a new implementation plan, the network accreditation or a security policy on a monthly basis, or when requested to the COR electronically via email.

Deliverable 10 b. The contractor shall provide a report to the COR, on an as needed basis, which requires the Contractor to research, evaluate, and provide feedback on problematic security trends and patterns in customer support requirements.

Deliverable 10 c. The contractor shall provide a report to the COR, on an as needed basis, which requires the Contractor to perform system audits to assess security related factors within the NE. Provide audit logs and/or summaries of audit results, upon request.

6.3.9. Website Report. Deliverable # 11 The contractor shall provide a monthly report to the COR and to the USARCENT, ACEN-IM (JMN) POC submitted by the 5th calendar day of each month in an electronic format via email.

6.3.10. Website Monthly Progress Status and Management Report. Deliverable # 11 a (Associated with Paragraph 4.1.11.4. The contractor shall prepare a Monthly Performance and Cost Report for this task order and submit one copy of each report to the COR not later than (NLT) the 5th calendar day of the month. When requested, the contractor shall provide the report electronically. The report shall provide the total expenses incurred during the report month, total cumulative expenses to date, and percentage of total awarded amount. The report shall also provide a current spend rate graph, showing total dollar amount awarded and the spend rate. Each report shall clearly list the total man-hours expended against each labor category (direct and indirect), individuals listed by name, material expenses, and travel expenses. The contractor shall indicate (by asterisk) all personnel considered as other direct cost (ODCs) and supply an explanation of the services provided. This report shall also include: a summary of technical efforts performed on each phase of the task;

major difficulties encountered and plans to overcome them; any anticipated events that may cause significant changes to the program; and a summary of future plans, recommendations, and proposals for the next reporting period and the long term.

6.3.11. Website Inventory Report. Deliverable # 11 b (Associated with Paragraph 4.1.11. 4. The contractor shall provide monthly reports submitted by the 5th calendar day of each month in an electronic format to the COR, containing the following information:

- Any requested statistics on web usage.
- List of staff sections having web pages and last date updated
- Layout of web site structure.
- Any known policy changes by DoD, HQDA, or FORSCOM that directly impacts the web development of the organization's web sites.
- Any full or partial backups to the web sites.

6.3.12. Monthly Financial Summary Report. Deliverable # 21

The contractor shall provide a Monthly Financial Summary Report submitted by the 5th calendar day of each month in an electronic format to the COR and GSA CAM in ITSS, containing for each month CLIN 0002 is utilized. The report shall include a breakout of costs sorted by CLIN, Skill Level/labor disciplines used, hours expended by discipline, total costs incurred for the month and cumulative totals for each line.

6.3.13. Monthly Contractor CENSUS Report. Deliverable # 22

The Contractor shall provide monthly employee census information to the Contracting Officer. Information shall be submitted either electronically via Action Memo in ITSS. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month.

The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS 252.225-7995 (Deviation 2011-O0004).

6.4. Training. Deliverable # 14 (Associated with Paragraph 4.1.14). Presentation of technical classes for soldiers and Information Management Officers (IMOs). The contractor shall provide training classes for requirements listed in Paragraphs 4.1.1, 4.1.2, and 4.1.2.4(k), etc.

6.5. Performance Matrix

Performance Indicator	Standard	AQL	Method of Surveillance
Kick-Off Meeting	Delivery within seven (7) work days after award	On-time delivery at 75% level	100% Inspection
Task Master Schedule Report, CDRL B005	Delivery by 10th calendar day of each month.	On-time delivery at 100% level	100% Inspection

Design System Document, CDRL B002	Delivery 10 calendar days prior to the installation associated with the deliverable.	On-time delivery at 100% level and must be approved prior to install	100% Inspection
Presentation Material, CDRL B003	Delivery within 5 calendar days after the presentation or meeting.	On-time delivery at 90% level	Periodic Inspection
Technical Reports, CDRL B004	Delivery 5 calendar days prior to Customer Training associated with the deliverable	On-time delivery at 90% level	Periodic Inspection
Customer Acceptance Test Plan, CDRL B006	Delivery 5 calendar days following the Customer Testing associated with the deliverable	On-time delivery at 100% level and must be approved prior to install	100% Inspection
Computer Operations Manual/System Installation, CDRL B007	Delivery within 14 calendar days of the installation associated with the deliverable.	On-time delivery at 90% level and must be approved prior to install	Periodic Inspection
Software Users Manual, CDRL B008	Delivery 5 calendar days prior to Customer Training associated with the deliverable	On-time delivery at 90% level	Periodic Inspection
Engineering Change Proposal, CDRL B009	Delivery 10 calendar days prior to the installation associated with the deliverable.	On-time delivery at 100% level and must be approved prior to install	100% Inspection
Computer Software Program End Item, CDRL B010	Delivery 5 calendar days prior to Customer Training associated with the deliverable	On-time delivery at 90% level	Periodic Inspection
Catalogue of Engineering Analysis & Documentation, CDRL B011 (CLIN 0006)	Delivery within 30 calendar day of contractor receipt of the work order associated with the deliverable.	On-time delivery at 90% level	Periodic Inspection
6.0 Quality Control Plan	The QCP is due 10 calendar days from the date of	Meet delivery schedule milestones at	100% Inspection

	award	100% level	
PKI Local Registration Authority Support, Task XI	Track daily performance of the PKI Card Issuance or Distruction with a 1 hour response time for each card	Meet delivery schedule milestones at 98% level	Periodic Inspection
VOIP System Engineering Support, Task XXII	Track daily performance of the VoIP network call manager and maintain a 98% operational readiness	Meet delivery schedule milestones at 98% level	Periodic Inspection
VOIP System Engineering Support, Task XXII	Track daily, weekly, monthly and quarterly maintenance program for the VoIP network	Meet delivery schedule milestones at 98% level	Periodic Inspection

The acceptance of deliverables and satisfactory work performance required herein shall be based on the timeliness, accuracy and standards as specified in the requirements delineated in this PWS. The client representative will review the Contractor deliverables in accordance with all specifications stated in this Statement of Work. Only the Client Representative (CR) or authorized alternate has the authority to inspect, accept or reject deliverables.

The performance by the contractor and the quality of services rendered, and any documentation or written material in support thereof, shall be subject to continuous inspection, surveillance, and review.

6.6 Schedule and Delivery Instructions

The specific deliverables and schedule for delivery shall be per the deliverable performance matrix. The Client Representative reserves the right to prioritize work and negotiate any changes in delivery dates.

6.7 Inspection and Acceptance

The acceptance of deliverables and satisfactory work performance required herein shall be based on the standards as specified in this task order. Only the COR, Client Representative, or an authorized alternate has the authority to inspect, accept, or reject work performed under this task order. In the absence of other agreements negotiated with respect to time provided for government review, deliverables will be inspected and the Contractor notified of the COR's findings within seven (7) work days of normally scheduled review. If the deliverables are not acceptable, the COR will notify the CAM immediately.

If the deliverable is conditionally accepted or rejected, the Contractor shall have seven days to re-submit unless a different date is mutually established. If the Government chooses to accept sub-standard work, personnel qualifications, or other contractor shortfalls due to special circumstances, such acceptance does not obligate the government to accept similar sub-standard performance in the future. In such cases the Government will inform the contractor that standards are not being met per the Quality Assurance process, and the contractor will correct the situation in a reasonable time.

7.0 PERFORMANCE CRITERIA

7.1 Key Personnel and Expertise

7.1.1 The Contractor shall be knowledgeable of and comply with all applicable laws and regulations concerning each task in this performance work statement.

7.1.2 The contractor is required to notify the COR and Contracting Officer whenever a key personnel is added or removed from the task order. The Contractor must attach a copy of the request in the GSA IT Solutions Shop (ITSS) web-based Order Processing System or equivalent. The Contractor is responsible for providing personnel with expertise in all areas of the performance work statement.

7.2 Task Specific IT/Networking Environment

The current network environment consists of three LANs: the NIPRNET network, the SIPRNET network, and the coalition network (CENTRIXS). NIPRNet access is accomplished by VPN or CAC-enabled email. The network backbone is presently Gigabit Ethernet protected by a variety of security gateways and intrusion detection devices (IDS). USARCENT also operates a thin client environment based on MS Windows Terminal Services and Citrix MetaFrame Presentation Server.

7.3 Place of Performance and Hours of Operation

The contractor shall perform services at the locations specified in Paragraph 1.1.1, Paragraph 1.1.2 and Paragraph 11.2 of the PWS, to include SWA.

7.3.1 Normal Duty Hours. The normal duty hours for contract support are 0730-1700, Monday – Friday. Non-duty time is 1700-0730 weekdays, weekends, and holidays to include Federal and training holidays.

The contractor shall work a 48 hour work week in the AOR. The normal duty hours for AOR contract support are 0730-1700, Monday – Saturday.

Technical support in support of this task may be conducted during duty or non-duty hours as required by the USARCENT mission. Additional hours beyond a normal work day may be authorized by the COR prior to execution, on a case-by-case basis. Differential/danger pay may be authorized based on location of work.

7.3.2 If overtime hours are authorized on this task order, the Contractor must obtain written authorization from the COR prior to the overtime being worked. Under no circumstances shall Contractor employees exceed the approved number of authorized overtime hours. If additional overtime hours are required above what is stated in the task order, the Contractor shall request, in writing, through the COR to the Contracting Officer, that the task order be modified accordingly. Overtime requests shall be routed from the contractor personnel to the contract Project Manager for concurrence. The Project Manager shall review and provide the validation of the availability of hours and funds before transmitting the overtime request to the COR.

7.4 Reimbursable Costs.

The inclusion of reimbursable costs is a direct allocation of costs associated with support of this task order. All reimbursable costs must be in conformance with the task order requirements and authorized by the COR and the GSA CAM.

7.4.1 Travel

The Contractor shall ensure that the requested travel costs do not exceed the authorized travel costs. Contractor-incurred expenses resulting from Government-directed travel are cost reimbursable but are limited by the Government Joint Travel Regulations (JTR) and must be pre-approved by the Client Representative and GSA Contracting Officer or designee via an ITSS action memo. The action memo must contain detailed travel

information, including cost, total travel amount, and the total of the task order travel balance. The locations and the duration of travel cannot be established at this time so a not-to-exceed travel budget of:

Travel Budget for:

Base Year	\$147,662.78
OY 1	\$63,893.81
OY 2	\$58,344.56
OY 3	\$40,000.00
OY 4	\$40,000.00

7.4.1.1 All contract personnel are to be considered available to support exercises, deployments, contingency operations, special training events, and technical assistance visits. Travel to overseas locations may be required. Contractor is expected to travel to the AOR twice during the contract period each year. The Government may direct other travel to support contingency operations or unforeseen requirements. Premium pay and danger pay will apply per the base task order when deployed to a hostile area.

7.4.1.2 RESERVED

7.4.1.3 Contractors traveling to support exercises, deployments, or contingency operations shall travel on chartered military or commercial aircraft accompanying USARCENT G6 personnel. Contractor can travel via commercial means (using Government-provided contract travel funding), when requested by the Government, but shall comply with Joint Travel Regulations (JTR) policies, procedures and compensation standards.

7.4.1.4 The Contractor shall make all travel arrangements for conferences, training, and technical assistance visits.

7.4.1.5 Contractor travel will be approved, disapproved, or canceled by the COR or alternate.

7.4.1.6 The COR shall provide notification to the on-site contract Program Manager concerning travel requirements. The notification will address the work to be performed during deployment, duration of deployment, and type of deployment (e.g. training, contingency, operations other than war, or war). It will also address required preparation for movement processing, billeting and messing arrangements, transportation, matters of self defense and other issues that pertain to legal status.

7.4.1.7 The Government will provide all protective clothing/gear for contractors as required. Helmets and chemical protective masks are an example of items provided by the Government. The Contractor shall be responsible for maintaining accountability of the items, care and maintenance of the items as instructed by the Government, and returning them in serviceable condition when the exercise or deployment ends.

7.4.1.8 Project Manager traveling in support of the Government will be afforded equivalent facilities to Government employees in the grade of GS-13 if available. All technical contractor staff members will be provided protection and support equivalent to that provided to Government personnel with regard to transportation, rations, quarters, and medical care to include evacuation and support services if traveling with USARCENT military personnel and supporting military operations within the USARCENT AOR.

7.4.2 Training

Training of Contractor employees assigned to this task order shall be performed at the Contractor's own expense, with the following exceptions:

- Training to meet special requirements that are peculiar to the environment and/or operations.
- Limited Contractor employee training if the Government changes hardware or software during the performance of this task order, and it is determined to be in the best interest of the Government.
- Training on government-unique equipment, such as protective gear

7.4.2.1 The Government will not authorize Contractor employees training to attend seminars, symposiums, or other similar conferences at any direct or indirect cost to the Government or its mission to include funding,

travel, or man-hours, unless the GSA Contracting Officer or designee certifies and approves that attendance is mandatory for the performance of the task requirements.

7.4.2.2 In the event that the Government has approved and paid for Contractor employee training, the Government will not reimburse the Contractor for costs associated with re-training replacement individual(s) should the employee(s) no longer be assigned to this task order. Costs that are not authorized include, but are not limited to: labor, travel, and any associated re-training expenses. Locations and the duration of training cannot be established at this time. The contractor shall provide training courses and costs in their quote to establish the training budget for all option periods. The price quote shall reflect a table of the courses, estimated quantity, unit rate and total projected costs to meet task order certification and training requirements.

The estimated Training Budget is broken down as follows:

Base Period:	\$18,674.11
Option Year 1:	\$3,347.66
Option Year 2:	\$0
Option Year 3:	\$0
Option Year 4:	\$0

7.4.3 Other Direct Costs (ODCs)

7.4.3.1 OCONUS ODC Compensation. Dollars allocated to other direct costs shall be designated in the order or modification. Hardship pay will be paid to contractors in the AOR at a rate as directed by the US State Department (currently set for 15% for Kuwait)

Deployment expenses (Defense Base Act etc.) will be handled on a reimbursable basis.

The estimated reimbursable OCONUS ODC Budget is broken down as follows:

Base Period:	\$643,885.95
Option Year 1:	\$687,384.36
Option Year 2:	\$695,465.21
Option Year 3:	\$596,381.52
Option Year 4:	\$575,801.52

7.4.3.2 Materials and Supplies.

The contractor may be required to obtain supplies, and/or materials in support of this task order requirement. The supplies and/or materials must be incidental to and associated with the overall functions being performed through this task order.

For Reimbursable ODCs, invoiced charges shall not exceed the limit specified in the Task Order. No charges will be paid by the Government, which are not specifically identified in the task and approved in advance by the Government. ODCs must be individually itemized and specific by each individual category.

The estimated NTE Material ODC Budget is broken down as follows:

Base Period:	\$1,769.86
Option Year 1:	\$1,055.34
Option Year 2:	\$10,232.20
Option Year 3:	\$0.00
Option Year 4:	\$0.00

7.4.3.3 Indirect Costs

The negotiated indirect costs on this task order are as follows:

Base Period G&A (b) (4)
Option Year 1 G&A (b) (4)
Option Year 2 G&A (b) (4)
Option Year 3 G&A (b) (4)
Option Year 4 G&A (b) (4)

M&H
Option Year 2 M&H (b) (4)

7.5 {RESERVED}

7.6 Security

7.6.1 Clearances. The majority of work shall be performed in secure areas. All contractor personnel assigned to this task order shall possess a SECRET security clearance or higher. Contractor employees not possessing the appropriate security clearance for a specific area (for example the SCIF) require a Government escort while in that area. Selected employees will be directed to maintain a TOP SECRET Clearance. The contractor shall provide three (3) employees with TOP SECRET clearances for network support in areas that require it. The Contractor is responsible for providing employee clearance information to the Client Representative and/or local security officer for use in preparing a DD Form 254, DoD Contract Security Classification Specification, and provide a representative to prepare clearance and visit requests in the Army Contractor Automated Verification System (ACAVS).

7.6.2. All contractor employees working on this task order must be U. S. citizens. The Contractor is required to provide employee background information to comply with task order clearance requirements including building access badges. If the Contractor is notified by any Government official having security cognizance over the task order that an employee's security clearance has been revoked or suspended, the Contractor shall immediately notify the Government and take appropriate measures to ensure that contract performance is not affected.

7.7 Compliance with Section 508 of the Rehabilitation Act of 1973

All electronic and information technology (EIT) procured through this task order must comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998, unless an agency exception to this requirement exists. See <http://www.section508.gov>. The Contractor shall indicate for each line item in the schedule whether each product or service is compliant or non-compliant with these accessibility standards. Further, the proposal must indicate where full details of compliance can be found (e.g., vendor's website or other specific location).

7.8 Release of Information

The Contractor shall not disclose or release to other than government authorized persons or activities, the content of any government software, procedures, materials or products generated under this contract, or information provided to the Contractor.

7.9 Avoidance of Personal Services

GSA will not issue orders to provide services prohibited by Subpart 37.1 of the Federal Acquisition Regulations (FAR). Administration and monitoring of the contractor's performance by GSA or the Client Representative shall not be as detailed or continual as to constitute supervision of contractor personnel. Government personnel may not perform any supervisory functions for contractor personnel, such as interviewing, appraising individual performance, scheduling leave or work, or directing how to perform work.

GSA meets the needs of its clients for support through non-personal services contracts/task orders. To counter the circumstances that infer personal services and to preserve the non-personal nature of the contract/task order, the Contractor shall adhere to the following guidelines in the performance of the task.

1. Provide for direct supervision of all contract employees assigned to the task.
2. Refrain from discussing the issues such as skill levels and hours, salaries, cost and funding data, or administrative and personnel matters affecting contractor employees with the client.
3. Ensure close communication/coordination with the GSA Project Manager or Contract Administration Specialist, reporting problems to them as they occur (not waiting for a meeting).
4. Do not permit Government officials to interview potential contractor employees, discuss individual performance, approve leave or work scheduling of contractor employees, terminate contractor employees, assist contractor employees in doing their jobs or obtain assistance from the contractor in doing Government jobs.
5. Do not assign contractor personnel to work under direct Government supervision.
6. Maintain a professional distance from Government employees.
7. Provide contractor employees with badges, if appropriate, identifying them as contractors.
8. Ensure proper communications with the Government. Technical discussions and Government surveillance are acceptable, but the Government cannot tell the Contractor how to do the job.
9. Assign a task leader to the task order. The task leader or alternate shall be the only one who accepts tasking from the assigned Government point of contact or alternative.
10. When travel is required for the performance on a task, contractor personnel are only to travel as directed by their contract management.

8.0 INVOICE REQUIREMENTS

An invoice for completion of each deliverable or monthly support effort for work performed the prior month shall be electronically delivered to the Client Representative via the GSA electronic contract management system by the 15th business day of each month for client acceptance. A copy of the invoice shall be attached to the associated deliverable "Acceptance Report" posted in GSA Information Technology Solution Shop (ITSS) located on the web at <https://web.itss.gsa.gov/Login>. The invoice shall be submitted on official company letterhead.

For reimbursable expenses, the invoiced charges shall not exceed the limit specified in the task order. No charges will be paid by the Government, which are not specifically identified in the task and approved in advance by the Government. Copies of receipts, travel vouchers, etc., completed in accordance with Government Travel Regulations shall be attached to the invoice to support charges other than labor hours. Original receipts shall be maintained by the contractor and made available to Government auditors upon request.

8.1 Payment Information

Failure to enter an invoice into the GSA ITSS web-based system may result in a rejection. The contractor shall provide the following payment information for GSA use. It must be an exact match with the information under the contract/task order number in the GSA ITSS Contract Registration (not the contractor's company or individual representative's registration) as well as with the information under the contractor's DUNS number in the Central Contractor Registration (CCR), <http://www.ccr.gov>. Mismatched information may result in rejected requests for payment.

Company Name – Legal Business Name and DBA (Doing Business As) Name
Mailing Address – Contact and Address Information
Remittance Address – Remit To Address Information
Employer's Identification Number – Federal Tax ID
DUNS (Data Universal Numbering System)

8.2 Invoice Information

The invoice shall include the labor charges and other direct costs (ODCs) authorized by the COR which are within scope of this task order (e.g., travel and/or materials) and reflect the details specified below.

- Invoice Number – must not include any special characters; ITSS and the invoice must match
- ACT Number from GSA Form 300, Block 4
- GSA Task Order Number – must match ITSS
- Contract Number from GSA Form 300, Block 3
- Point of Contact and Phone Number
- Period of Performance for the Billing Period
- Total invoiced and cumulative Labor charges by Deliverable and skill level.
- Total invoiced and cumulative Reimbursable Costs. (These must be individually itemized and specified by individual category. Categories are Travel, Training, and Material ODCs).
- Total invoiced and cumulative Travel Itemized by Individual and Trip (if applicable) Travel charges must include the traveler's name, location, and dates of travel.
- Total invoiced and cumulative Material ODCs and Support Items Itemized by Specific Item, dates delivered, and Amounts.
- Total invoiced and cumulative Indirect charges.
- Grand Total for the Invoice and Cumulative Billed to Date Amounts
- Unbilled Total
- Burn Rate
- Prompt Payment Discount, if offered

8.3 Invoice Submittal

Each invoice must be submitted at the same time to two (2) separate locations:

1) Electronically via GSA's IT Solutions System located at <https://web.itss.gsa.gov>)

2) and electronically to GSA's Ft. Worth Finance Office via the web at www.finance.gsa.gov or mail a hardcopy to:

GSA BCEB
PO BOX 219434, Fund 299X
KANSAS CITY, MO 64121-9434

8.3.1 The COR has to evaluate the charges detailed in the invoice submitted by the contractor and accept and certify the invoice in ITSS. The GSA CAM must validate and approve the invoice in GSA's ITSS system prior to payment of the invoice.

8.3.2 Final Invoice. Invoices for final payment must marked with the word FINAL (even if it is a zero amount) and submitted within 60 days from task completion. The contractor shall request from GSA an extension for final invoices that may exceed the 60-day time frame.

8.3.3 The invoice information posted in ITSS must match the invoice information submitted to GSA's Finance Center to initiate a receiving report. The payment information must be a three-way match (ITSS, GSA Finance Center, and CCR) for the invoice to be successfully processed for payment.

8.3.3. Ceiling Price Notification

If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the funded ceiling price of the awarded task order by individual Option Period, the Contractor shall notify the COR and CAM in writing giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation.

8.3.4. Task Order Closeout

After the final invoice has been paid the Contractor shall furnish a completed and signed Release of Claims to the Contracting Officer. This release of claims is due within fifteen (15) calendar days of final payment.

8.4 Invoicing Reimbursable Costs.

Reimbursable costs must not exceed the limit(s) specified in the task order. The Government will not pay charges that are not specifically identified and approved, in advance, by the Government. Copies of receipts, travel vouchers, etc. that have been completed in accordance with Government JTRs shall be attached to the invoice to support charges other than employee labor hours.

The amount invoiced shall include labor charges for actual hours worked and other direct costs (ODCs) which may be authorized by this task order (e.g., travel). For ODCs, invoiced charges shall not exceed the limit specified in the task order. No charges will be paid by the Government, which are not specifically identified in the task and approved in advance by the Government. Copies of receipts, travel vouchers, etc., completed in accordance with Government Travel Regulations shall be attached to the invoice to support charges other than personnel hours. Original receipts shall be maintained by the contractor and made available to Government auditors upon request.

8.5 Payment Schedule

CLIN ONE: The monthly charges shall be calculated by utilizing the dollar amount of the applicable period (base year or option year) divided by the number of months in that particular period in addition to authorized reimbursable costs .

CLIN TWO: The contractor shall invoice for Labor Hours performed during the prior month.

9.0 GOVERNMENT-FURNISHED RESOURCES.

9.1 Facilities, Supplies and Services.

Contractor will be afforded work space, telephones, facsimiles, network, and sufficient automation resources in the USARCENT HQs building. The Government will provide telephones for the Contractor and long distance shall be permitted only in direct support of the contract. In addition, the Government will provide cell phones or pagers for personnel who are required to be on alert status for network outages, deployments, etc. Any use of Government telephones that is not in direct support of this contract or for official Government use are incurred at the expense of the Contractor via credit card, third-party billing, etc.

9.1.1 The contractor shall provide a printed list of all government provided equipment/automation to include user, location, and serial number to the COR.

9.2 Information Sources.

The contractor shall be provided an USARCENT orientation and overview brief, general standards of conduct, and applicable policies/procedures. The Government will provide what documentation is available to include regulations, directives, policy documents, literature, schematics, etc. that will aid in the completion of this task.

10.0 FEDERAL REGULATIONS AND APPLICABLE STANDARDS, DOCUMENTS, AND ATTACHMENTS

10.1 The following FAR clauses apply:

Incorporated Clauses in Full Text

FAR 52.217-8, Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

FAR 52.217-9, Option to Extend the Term of the Contract (March 2000)

The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

If the Government exercises this option, the extended contract shall be considered to include this option clause.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

FAR 52.228-3 – WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall

(a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and

(b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of clause)

Incorporated Clauses by Reference

FAR 52.225-19, Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States

FAR 52.237-3, Continuity of Services

10.2 The following DFAR clauses apply:

Incorporated Clauses in Full Text

DFAR 252.209-7999 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law. (DEVIATION 2012-00004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012,(Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has

considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is ☐ is not ☒ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is ☐ is not ☒ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

DFAR 252.225-7043 Anti-Terrorism/Force Protection Policy for Defense Contractors Outside the United States

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is-

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA (DAMO-ODL)/ODCSOP; telephone, DSN 225-8491 or commercial (703) 695-8491.

(End of clause)

DFAR 252.225-7039 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS. (JUN 2012)

(a) *Definitions.*

“Full cooperation”—

(i) Means disclosure to the Government of the information sufficient to identify the nature and extent of the incident and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' requests for documents and access to employees with information;

(ii) Does not foreclose any Contractor rights arising in law, the FAR, the DFARS, or the terms of the contract. It does not require—

(A) The Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(B) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney-client privilege or Fifth Amendment rights; and

(C) Does not restrict the Contractor from—

(1) Conducting an internal investigation; or

(2) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“Private security functions” means the following activities engaged in by a contractor:

(i) Guarding of personnel, facilities, designated sites, or property of a Federal agency, the contractor or subcontractor, or a third party.

(ii) Any other activity for which personnel are required to carry weapons in the performance of their duties.

(b) *Requirements.* The Contractor is required to—

(1) Ensure that the Contractor and all employees of the Contractor who are responsible for performing private security functions under this contract comply with any orders, directives, and instructions to Contractors performing private security functions that are identified in the contract for—

(i) Registering, processing, accounting for, managing, overseeing, and keeping appropriate records of personnel performing private security functions. This includes ensuring the issuance, maintenance, and return of Personal Identity Verification credentials in accordance with FAR 52.204-19, Personnel Identity Verification of Contractor Personnel, and DoD procedures, including revocation of any physical and/or logistical access (as defined by Homeland Security Presidential Directive (HSPD-12)) granted to such personnel;

(ii) Authorizing and accounting for weapons to be carried by or available to be used by personnel performing private security functions;

(A) All weapons must be registered in the Synchronized Predeployment Operational Tracker (SPOT) materiel tracking system.

(B) In addition, all weapons that are Government-furnished property must be assigned a unique identifier in accordance with the clauses at DFARS 252.211-7003, Item Identification and Valuation, and DFARS 252.245.7001, Tagging, Labeling, and Marking of Government-Furnished Property, and physically marked in accordance with MIL-STD 130 (current version) and DoD directives and instructions. The items must be registered in the DoD Item Unique Identification (IUID) Registry (<https://www.bpn.gov/iuid/>);

(iii) Registering and identifying armored vehicles, helicopters, and other military vehicles operated by Contractors performing private security functions;

(A) All armored vehicles, helicopters, and other military vehicles must be registered in SPOT.

(B) In addition, all armored vehicles, helicopters, and other military vehicles that are Government-furnished property must be assigned a unique identifier in accordance with the clauses at DFARS 252.211-7003 and DFARS 252.245.7001 and physically marked in accordance with MIL-STD 130 (current version) and DoD directives and instructions. The items must be registered in the DoD IUID Registry (<https://www.bpn.gov/iuid/>); and

(iv) Reporting incidents in which—

(A) A weapon is discharged by personnel performing private security functions;

(B) Personnel performing private security functions are attacked, killed, or injured;

(C) Persons are killed or injured or property is destroyed as a result of conduct by contractor personnel;

(D) A weapon is discharged against personnel performing private security functions or personnel performing such functions believe a weapon was so discharged; or

(E) Active, non-lethal countermeasures (other than the discharge of a weapon, including laser optical distracters, acoustic hailing devices, electromuscular TASER guns, blunt-trauma devices like rubber balls and sponge grenades, and a variety of other riot control agents and delivery systems) are employed by personnel performing private security functions in response to a perceived immediate threat;

(2) Ensure that the Contractor and all employees of the Contractor who are responsible for personnel performing private security functions under this contract are briefed on and understand their obligation to comply with—

(i) Qualification, training, screening (including, if applicable, thorough background checks), and security requirements established by DoDI 3020.50, Private Security Contractors Operating in Areas of Contingency Operations, Humanitarian or Peace Operations, or Other Military Operations or Exercises, at <http://www.dtic.mil/whs/directives/corres/pdf/302050p.pdf>;

(ii) Applicable laws and regulations of the United States and the host country and applicable treaties and international agreements regarding performance of private security functions;

(iii) Orders, directives, and instructions issued by the applicable commander of a combatant command relating to weapons, equipment, force protection, security, health, safety, or relations and interaction with locals; and

(iv) Rules on the use of force issued by the applicable commander of a combatant command for personnel performing private security functions; and

(3) Provide full cooperation with any Government-authorized investigation into incidents reported pursuant to paragraph (b)(1)(iv) of this clause and incidents of alleged misconduct by personnel performing private security functions by providing access to employees performing private security functions and relevant information in the possession of the Contractor regarding the incident concerned.

(c) *Remedies.* In addition to other remedies available to the Government—

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default. Required Contractor actions include—

(i) Ensuring the return of personal identity verification credentials;

(ii) Ensuring the return of other equipment issued to the employee under the contract; and

(iii) Revocation of any physical and/or logistical access granted to such personnel;

(2) The Contractor's failure to comply with the requirements of this clause will be included in appropriate databases of past performance and may be considered in any responsibility determination or evaluation of past performance; and

(3) If this is an award-fee contract, the Contractor's failure to comply with the requirements of this clause shall be considered in the evaluation of the Contractor's performance during the relevant evaluation period, and the Contracting Officer may treat such failure to comply as a basis for reducing or denying award fees for such period or for recovering all or part of award fees previously paid for such period.

(4) If the performance failures are significant, severe, prolonged, or repeated, the contracting officer shall refer the contractor to the appropriate suspension and debarment official.

(d) *Rule of construction.* The duty of the Contractor to comply with the requirements of this clause shall not be reduced or diminished by the failure of a higher- or lower-tier Contractor to comply with the clause requirements or by a failure of the contracting activity to provide required oversight.

(e) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that will be performed outside the United States in areas of combat and other significant military operations designated by the Secretary of Defense, contingency operations, humanitarian or peacekeeping operations, or other military operations or exercises designated by the Combatant Commander.

(End of clause)

DFAR 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2011)

(a) *Definitions.* As used in this clause—

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Law of war means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

Subordinate joint force commander means a sub-unified commander or joint task force commander.

(b) *General.*

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.*

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the

Combatant Commander decides it is in the interests of the Government to provide security because--

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) *Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that contractor employees accompanying U.S. Armed Forces are aware—

(i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause); and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(e) *Pre-deployment requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through—

(1) A military-run training center; or

(2) A Web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that--

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) *Processing and departure points.* Deployed Contractor personnel shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) *Personnel data.*

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct--

(i) Constitutes violation of the law of war; or

(ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

(i) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The Regional Security Officer may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or military exercises, when designated by the Combatant Commander.

PARA REF	TITLE	REQUIRED SUPPLEMENTAL INFORMATION DESCRIPTION	INSTRUCTIONS	COORDINATION POC INFO
(c)(1)	Support - Contractor Security	<ul style="list-style-type: none"> The Procuring Contracting Officer (PCO) must include in the contract the level of protection to be provided to contractor personnel 	<ul style="list-style-type: none"> PCO must coordinate with in-theater customer to determine security needs PCO must add language to SOW - C3 does not have mandatory language 	Case by case
(c)(2)	Support - Medical Care	<ul style="list-style-type: none"> Contractor medical treatment limited to resuscitative and stabilization care only - Emergency medical care provided to any employee with Letter of Authorization (LOA) even if not specified 	<ul style="list-style-type: none"> When creating SPOT LOA do not authorize routine medical/dental care - Leave medical/dental care check box blank Other medical care must be specified in SOW Other Medical Care requires waiver from CENTCOM Surgeon General, coordinated by CENTCOM Command Judge Advocate 	CENTCOM Med POC - DSN 312-651-6397 CJA - DSN - 318-485-3671
(c)(3)	Support - Personnel	<ul style="list-style-type: none"> PGI 225 7402-3 lists support that may be authorized or required when contractor personnel are supporting U S operations (i e : office space, communication services, equipment, billeting and dining facilities) Contractor is responsible for all personnel support unless identified in SOW Billeting is not authorized in Kuwait 	<ul style="list-style-type: none"> SOW must clearly identify all Govt-provided support to contractor personnel - C3 does not have mandatory language Coordinate support with in-theater Contracting personnel (enter on TBC Request Line 11 No TBC will be approved w/o this coordination) 	408th CSB PARC-SWA, Camp Arifjan DSN 318-430-3740, 3747 or 3648
(c)(4)	Support - Letter of Authorization	<ul style="list-style-type: none"> CENTCOM FRAGO 09-1451 mandates SPOT-generated LOA No Contractor personnel authorized entry into theater for more than 30 days w/o SPOT-generated LOA 	<ul style="list-style-type: none"> Every contractor requiring identification badge requires SPOT-generated LOA PCO must authorize contractor privileges, support and authorization to use facilities (identified in the SOW) on the LOA 	N/A
(j)	Weapons	<ul style="list-style-type: none"> PCO must determine whether any contractor personnel will be required to be armed or authorized to carry weapons for self-defense 		N/A

252.225-7040 Table of Supplemental Guidance.

(End of clause)

DFAR 252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2011-O0004), (APR 2011)

(a) *Definition.* As used in this clause—

“Chief of mission” means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

(b) *General.*

(1) This clause applies when contractor personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR) and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, contractor personnel are only authorized to use deadly force in self defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the USCENTCOM Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work or elsewhere in the contract.

(2) Before contractor personnel depart from the United States or a third country, and before contractor personnel residing in the host country begin contract performance in the USCENTCOM AOR, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must, at a minimum—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a local national or ordinarily resident in the host country that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 *et seq.*);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military, or other Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENCOM AOR to—

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Registration of Contractor personnel and private security contractor equipment.*

(1) The Contractor is required to register in the automated web-based Synchronized Predeployment and Operational Tracker (SPOT) following the procedures in paragraph (g)(4) of this clause.

(2) Prior to deployment of contractor employees, or, if already in the USCENCOM AOR, upon becoming an employee under this contract, the Contractor shall enter into SPOT, and maintain current data, including actual arrival date and departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third-country nationals, and local national contractor personnel, who are performing this contract in the USCENCOM AOR as follows:

(i) In all circumstances, this includes any personnel performing private security functions.

(ii) For personnel other than those performing private security functions, this requirement excludes anyone—

(A) Hired under contracts valued less than \$100,000;

(B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or

(C) Who, while afloat, are tracked by the Diary message Reporting System

(3) Weapons, armored vehicles, helicopters, and other military vehicles used by personnel performing private security functions under this contract must be entered into SPOT, and the currency of such information must be maintained.

(4) Follow these steps to register in and use SPOT:

(i) SPOT registration requires one of the following login methods:

(A) A Common Access Card or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password or an Army Knowledge Online (AKO) account.

(ii) *To register in SPOT:*

(A) Contractor company administrators should register for a SPOT account at <https://spot.altess.army.mil/>; and

(B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.

(iii) Upon approval, all users will access SPOT at <https://spot.altess.army.mil/>.

(iv) Refer SPOT application assistance questions to the Customer Support Team at 717-458-0747 or SPOT.helpdesk@us.army.mil. Refer to the SPOT Enterprise Suite Resource Center at <http://www.resource.spot-es.net/> for additional training resources and documentation regarding registration for and use of SPOT.

(5) The Contractor shall submit aggregate contractor personnel counts at a minimum quarterly or as directed by the Contracting Officer by category (i.e. U.S. third country national or local national) of those contractor personnel who are on contracts valued greater than \$100,000, but performing less than 30 days in the AOR (e.g. day laborers).

(6) The Contractor shall ensure that all contractor personnel in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive the data card.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.* N/A

(j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the USCENTCOM Commander. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

(1) If the Chief of Mission or USCENTCOM Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and designated third country national contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the contractor personnel designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the individual—

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing contractor personnel, if appropriate, to next of kin.

(n) *Mortuary affairs.* Mortuary affairs for contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(o) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(p) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (p), in all subcontracts that require subcontractor personnel to perform in the USCENTCOM AOR.

(End of clause)

DFAR 252.232-7003 - ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)

(a) *Definitions.* As used in this clause—

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) "Receiving report" means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Government-wide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

Incorporated Clauses by Reference

DFAR 252.201-7000 Contracting Officer's Representative
DFAR 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies
DFAR 252.204.7000 Disclosure of Information
DFAR 252.204-7005 Oral Attestation of Security Responsibilities
DFAR 252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country
DFAR 252.209-7004 Subcontracting with Firms That are Owned or Controlled by the Government of a Terrorist Country
DFAR 252.212-7000 Offeror Representations and Certifications – Commercial Items

DFAR 252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items
DFAR 252.222-7002 Compliance with Local Labor Laws (Overseas)
DFAR 252.223-7004 Drug Free Work Force
DFAR 252.225-7006 Quarterly Reporting of Actual Contract Performance Outside the United States
DFAR 252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States
DFAR 252.228-7000 Reimbursement for War Hazard Losses
DFAR 252.228-7003 Capture and Detention
DFAR 252.232-7007 Limitation of Government's Obligation
DFAR 252.225-7042 Authorization to Perform

10.3 The following Applicable Standards, Documents, and Attachments apply:

DA PAM 715-16, 27 Feb 1998, Contractor Deployment Guide
DoD Directive 1300.22, Mortuary Affairs Policy
DoD Directive 3002.01E, Personnel Recovery in the DoD
DoD Directive 4500.54, Official Temporary Duty Abroad
DoD 4500.54-G, DoD Foreign Clearance Guide
DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors
DoD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, Paragraph 6.3.4.1
Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.)
18 U.S.C. 7(9)
10 U.S.C. 802(a)(10)
18 U.S.C. 922
DD Form 93, Record of Emergency Data Card
252.239-7001 Information Assurance Contractor Training and Certification
Executive Order 13495 of January 30, 2009, Non-displacement of Qualified Workers under Service Contracts
DoD Class Deviation 2007-O0010, Contractor Personnel in the United States Central Command Area of Responsibility (Deviation) This deviation is enclosed as Attachment D.

LOCAL INSTRUCTIONS (Kuwait Only)

KSCR1-1 – ADDITIONAL INSTRUCTIONS FOR CONTRACTOR PERSONNEL WORKING IN THE USCENTCOM AREA OF RESPONSIBILITY (AOR), SUPPORT (NOV 2010)

Contractor Privileges and Support: As identified in the Statement of Work (SOW) and must be authorized by the Contracting Officer in a Letter of Authorization (LOA). Every contract employee who will need an identification badge will need a SPOT-generated LOA. No personnel are authorized entry into the theater for *more than 30 days* without a SPOT-generated LOA.

Medical Treatment Available to Contractor Personnel on Base Camps: limited to resuscitative and stabilization care only. Kuwait mandatory language is in the Clause KSCR1-5, below. Emergency medical care is provided to any employee with an LOA, even when medical/dental care is not specified. Medical/dental care appears as a check box; when creating the SPOT-generated LOA, do not check the box to authorize routine medical/dental care.

Personnel Support: The contractor is responsible for all personnel support unless provided for in the Statement of Work. The Statement of Work must clearly identify all contractor personnel support that will be provided by the Government. PGI 225.7402-3 lists the support that may be authorized or

required when contractor personnel are supporting U.S. operations. Some examples of support are office space, communication services, equipment, and access to dining facilities.

Billeting and government provided meals: As a general rule, not available for contractors in Kuwait. On an exception basis, contractors may be permitted to use Government Billeting if a critical need by the Government exists and approval is granted by the Base Commander as recommended by the Base Mayor's Cell.

Life Support: Contractors are responsible for providing all aspects of Life Support for Contractor employees to including, but not limited to, housing and transportation within Kuwait and transportation to and from Kuwait, medical or dental care (if provided for under employee benefits). Contractors are not allowed residence on any military installation within Kuwait unless a critical need by the Government exists and approval is granted by the Base Commander as recommended by the Base Mayor's Cell. The Government will provide only resuscitative/emergency medical care to contractor employees. (Reference paragraph 6.2.7.5 (Medical Preparation) of DODI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces). The Contracting Officer must determine whether any contractor personnel will be required to be armed or authorized to carry weapons for self-defense.

(End of Clause)

KSCR1-2 – PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (OCT 2011)

Trafficking in Persons (TIP): Contractor employees and subcontractor employees performing under this contract shall comply with all DOD and ASG-KUs Trafficking in Persons policies. Contractor employees are subject to prescriptions and remedies at FAR Clause 52.222-50 and the terms and conditions stated herein.

ASG-KU has adopted a more stringent policy than federal requirements regarding trafficking in persons. All Contractor employees and subcontractor employees shall be subject to FAR Clause 52.222-50, Combating Trafficking in Persons.

Contractor shall adhere to and abide by all Kuwait Labor Laws during the performance of this contract.

Registered Employee Listing: On a monthly basis, the Contractor shall provide the ACO with a listing of employee names registered with the Ministry of Social Affairs and Labor (MOSAL). Failure to provide the ACO with a list of employees registered with the MOSAL will result in the denial of installation badging privileges for Contractor employees. Furthermore, a copy of each individual's employment contract shall be available to the USG by the conclusion of the Transition Period. At a minimum, the employment contract shall be in English and the language of the employee. The Contractor shall disclose and make known to its employees the terms and conditions of employment.

For the duration of the contract, the Contractor shall ensure all wages earned (hourly, weekly, monthly, yearly), to include benefits and allowances, or any type of debt bondage arrangement in effect between the Contractor and employee, are included in each employee's contract. Contractor shall specify the compensation rate to be earned for hours in excess a normal workweek within the employment contract.

Contractor shall specify the type or description of work to be performed and the job site location.

Contractor shall provide transportation costs from country of origin to place of employment, including repatriation.

Contractor shall include a detailed description of the type of job site berthing accommodations available to the employees within the employment contract.

Contractor shall provide non-cash compensation and benefits, to include meals and accommodations. Contractor shall ensure employees have injury and sickness compensation insurance for emergency medical and dental care.

Contractor shall clearly define valid grounds for termination within the employment contract.

Contractor shall include dispute settlement provisions within the employment contract.

Housing Standards: The Contractor shall comply with the following minimum housing accommodations standards:

- (1) Housing provided to all employees shall be no less than 50 square feet per person.
- (2) Cafeteria or common use kitchen will be provided to all employees. Common use kitchens will service no more than 25 workers per kitchen.
- (3) Each room shall be furnished at a minimum with the following:
 - (i) Room light.
 - (ii) One bed per individual.
 - (iii) One storage device that can be secured; a footlocker with hasp for lock, minimum size of at least 3 cubic feet.
 - (iv) A laundry facility or laundry service.
 - (v) Cleaning supplies.
- (4) Monthly inspections of living conditions of all Contractor and subcontractor employees. A copy of the inspection report shall be provided to the ACO. The inspection report shall, at a minimum, contain the following inspection criteria:
 - (i) Compliance with minimum housing accommodation standards.
 - (ii) Functioning appliances and the projected time for repair for any non-functioning appliances.
 - (iii) The findings of Quarterly Health and Welfare inspections on personnel and accommodations.

TIP Training: Contractor shall provide TIP training for all employees and subcontractor employees. A copy of each employees TIP training certificate shall be provided to the PCO 30 days after the contract start date.

Contractor Shall Post: Human Trafficking Hotline Posters in English and all employee languages in all living quarters. At a minimum, the poster shall include the Contracting Commands Hotline complaint number DSN 318-430-4985 or 389-4985.

Violations: Violation of the TIP policy shall result in actions taken against the Contractor or its employees. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment at no cost to the USG.

Notification: Contractor shall inform the PCO immediately of any information received from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates TIP policies, and any actions taken against Contractor or subcontractor employees pursuant to FAR Clause entitled "Combating Trafficking in Persons".

Remedies: In addition to other remedies available to the USG, the Contractors failure to comply with TIP policy may render the Contractor subject to the following at no cost to the USG:

- (1) Required removal of a Contractor employee or employees from the performance of the contract.
- (2) Required subcontractor termination.
- (3) Suspension of contract payments.
- (4) Loss of fee, consistent with the fee plan, for the performance period in which the USG determined Contractor non-compliance.
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract.
- (6) Suspension or debarment.

Subcontracts: Contractor shall flow-down to its subcontracts the terms and conditions of this paragraph IAW Host Nation laws, regulatory guidance, DOD, and FAR clauses referenced herein.

(End of Clause)

KSCR1-5 – FITNESS FOR DUTY AND MEDICAL CARE LIMITATIONS (AUG 2011)

(a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. USARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement

system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(d) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2011.html> (change fiscal year as applicable).

(End of Clause)

KSCR1-6 – COMPLIANCE WITH LAWS AND REGULATIONS (AUG 2010)

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Kuwait including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony

offense or violating the Rules for the Use of Force to depart Kuwait without approval from the senior U.S. commander in the country.

(End of Clause)

KSCR1-7 – MONTHLY CONTRACTOR CENSUS REPORTING (OCT 2011)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1)The total number (prime and subcontractors at all tiers) employees.
- (2)The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3)The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4)The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5)Name of province in which the work was performed.
- (6)The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS 252.225-7995 (Deviation 2011-O0004).

(End of Clause)

KSCR1-8 – CONTRACT DELIVERY, TRANSPORTATION AND CUSTOMS REQUIREMENTS (AUG 2010)

(a) CONTRACTOR DELIVERY LOCATION: Camp Arifjan, Kuwait

(b) POINT OF CONTACT RESPONSIBLE FOR INSPECTION AND ACCEPTANCE:

NAME: LTC James Powers

PHONE NO: (b) (6)

EMAIL: (b) (6), (b) (7)(C)

(c) FINAL DELIVERY DESTINATION: Camp Arifjan, Kuwait

(d) POINT OF CONTACT AT FINAL DESTINATION:

NAME: LTC James Powers

PHONE NO: (b) (6)

EMAIL: (b) (6), (b) (7)(C)

(e) SHIPPING METHOD: Shipments arriving by express couriers DHL, FedEx, or UPS are processed using AK 302-1 Form, prepared by the express courier and given to the customer for signature. The signed form is then brought to the HNAC office for clearance through the KGAC. No AWB is required, only the signed AK form.

(f) KUWAIT CUSTOMS CLEARANCE: Required to ensure smooth transfer of goods between the U.S. Army in Kuwait and the General Administration of Customs (KGAC) of the State of Kuwait under the Defense Cooperation Agreement (DCA). Customs procedures will address import and export of all cargo to and from the U.S. Army, Navy, Air Force and Marines by Air, Land or Sea.

CUSTOMS POINT OF CONTACTS:

DHA Customs Office
Bldg 216 room 104
Camp Arifjan-Kuwait
Office: DSN 011-965-2-389-2417 or 5978

(g) Custom Exempt Contract: The Contractor shall furnish to the Contracting Officer, just prior to completion of this contract, a consolidated inventory of all excess supplies, materials, and equipment imported duty free for use under this contract. The Contractor shall either pay required duties on the excesses, re-export the excesses, or the excesses shall become the property of the Government.

(h) Contractor Transportation: All materials and equipment which are not to be incorporated into the project, such as office trailers, cranes, metal forms, etc., may be shipped free of duty, if the following actions are taken:

(1) Shipments of Materials: All shipments of materials into the country for use in performance of work under this contract and supplies or services necessary for support of the Contractor's personnel shall be addressed to the shipping address furnished to the Contractor by the Contracting Officer. Address will be furnished upon request by the Contractor.

(2) Contractor's Responsibilities: The Contractor shall be responsible for all customs clearance actions. All necessary arrangements, clearance procedures, and coordination with the Host Government customs, will be the sole responsibility of the Contractor. The Contractor shall submit to the Contracting Officer, with a cover letter, information copies of the shipping documents for the shipment(s) involved. As a minimum, the following shall be included as enclosures, with the cover letter to the Contracting Officer in three (3) copies:

- (i) Invoice. (Include a copy in Arabic)
- (ii) Bill of Lading.
- (iii) Certificate of Origin.
- (iv) Statement on the cover letter as to Port of Customs Clearance, estimated arrival date, general description of the shipment, quantity and the name of the carrier.
- (v) Serial number or model number of shipment items.

(3) Physical Handling of Materials: The Contractor shall be responsible for performance of all loading, unloading, transportation or other physical handling of materials as may be required, including all movement from carrier unloading site to delivery at the job site and all movement required at the customs area.

(End of Clause)

KSCR1-10 – MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR THIRD COUNTRY NATIONALS OR LOCALLY HIRED EMPLOYEES (OCT 2011)

Clause required to be included in all contracts that may employ locally hired employees working on bases supporting U.S. Forces with performance in Kuwait. This clause applies to rehired employees on annually funded contracts and is designed to ensure contract employees are provided a minimum of annual health check screenings.

(a) Contractors, and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may initially utilize a testing method of either a chest x-ray or TB skin test (TST), depending on the originating country a contracted employee.

(i) Chest x-rays (CXR's), symptom survey, and BMI shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.

(A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, Body Mass Index (BMI) and symptom survey.

(B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.

(ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractors medical provider or local economy provider, who will look for interval changes from prior CXR's and review any changes in the symptom survey.

(iii) SRN's do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.

(iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) physician and/or TB Consultant as soon as possible. TB reporting is required within 24 hours to the PM POC. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractor's expense, for treatment of active TB, after consultation with the Theater PM or TB Consultant. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.

(v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening and documentation is a requirement prior to receiving badges to work in Kuwait. A copy of the TB screening documentation shall be provided to the Contracting Officer and the COR prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in positions where they are working in food service, water and ice production facilities, shall have current Typhoid and Hepatitis "A" (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

(c) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR showing that their employees and their subcontractor employees at any tier have received the above vaccinations. The contractor shall maintain their employees' vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier maintain their respective employees' vaccination records for examination by the Contracting Officer.

(d) The contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The contractor also bears the responsibility of ensuring that adequate health management for TB (screening/diagnosis/treatment/isolation) is available at the contractor's chosen health care provider for their contracted and subcontracted personnel.

NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations, Federal Acquisition Regulation/Defense Federal Acquisition Regulation Supplement, and FRAGO's) as applicable regarding Medical Screening and Vaccination Requirements

List of Immunizations and Vaccinations: Required for entry into Kuwait and those recommended by medical authorities upon contract award can be found at the CRC website identified below. The document entitled Civilian Medical Processing is provided for guidance and situational awareness. Contractor employees shall be immunized or vaccinated to meet the requirements established by the Theater's Command Surgeon. Contractors shall immediately replace any employee who refuses any required immunization or vaccination at the Contractor's expense. Additional information can be provided by visiting the CONUS Replacement Center (CRC) website at www.benning.army.mil/CRC.

(End of Clause)

KSCR1-11 – GOVERNMENT FURNISHED CONTRACTOR SUPPORT (NOV 2010)

The following is a summary of the type of support the Government will provide the contractor, on an "as-available" basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence.

U.S. Citizens Accompanying the Force

- | | |
|--|--|
| <input checked="" type="checkbox"/> APO/FPO/MPO/Postal Services | <input type="checkbox"/> DFACs(Access Only – Contractors Must Pay For Meals) |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> MILAIR |
| <input checked="" type="checkbox"/> MWR | <input checked="" type="checkbox"/> Transportation |
| <input type="checkbox"/> Resuscitative Care | <input checked="" type="checkbox"/> Mil Issue Equip |
| <input checked="" type="checkbox"/> Controlled Access Card (CAC)/ID Card | <input type="checkbox"/> Military Banking (Finance/Eagle Cash) |
| <input checked="" type="checkbox"/> Commissary | <input type="checkbox"/> Military Clothing |
| <input type="checkbox"/> Dependents Authorized | <input checked="" type="checkbox"/> Military Exchange |
| <input checked="" type="checkbox"/> Telephone Service | <input type="checkbox"/> Keys to GFE |
| <input checked="" type="checkbox"/> Utilities | <input checked="" type="checkbox"/> Technical Training |
| <input type="checkbox"/> None | <input type="checkbox"/> All |

Third-Country National (TCN) Employees

- | | |
|---|--|
| <input type="checkbox"/> APO/FPO/MPO/Postal Services | <input type="checkbox"/> DFACs(Access Only – Contractors Must Pay For Meals) |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> MILAIR |
| <input type="checkbox"/> MWR | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Resuscitative Care | <input type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Controlled Access Card (CAC)/ID Card | <input type="checkbox"/> Military Banking (Finance/Eagle Cash) |
| <input type="checkbox"/> Commissary | <input type="checkbox"/> Military Clothing |
| <input type="checkbox"/> Dependents Authorized | <input type="checkbox"/> Military Exchange |
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> All |

Local National (LN) Employees

- | | |
|---|--|
| <input type="checkbox"/> APO/FPO/MPO/Postal Services | <input type="checkbox"/> DFACs(Access Only – Contractors Must Pay For Meals) |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> MILAIR |
| <input type="checkbox"/> MWR | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Resuscitative Care | <input type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Controlled Access Card (CAC)/ID Card | <input type="checkbox"/> Military Banking (Finance/Eagle Cash) |
| <input type="checkbox"/> Commissary | <input type="checkbox"/> Military Clothing |
| <input type="checkbox"/> Dependents Authorized | <input type="checkbox"/> Military Exchange |
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> All |

NOTES: Government Furnished Contractor Support, Continued.

(1) Billeting. As a general rule, billeting is not available for contractors in Kuwait. On an exception basis, contractors may be permitted Government Billeting if a critical need by the Government exists and approval is granted by the Base Commander as recommended by the Base Mayor's Cell.

(2) Fuel. There are no government provided fuel services in Kuwait. Contractors must obtain these services from the local community.

(3) Dining facilities (DFAC's) are available and authorized for contractor use. Contractor employees choosing to consume their meals at the DFACs shall be required to pay the established meal rates for all meals consumed.

(4) Medical Services: The USG will furnish emergency medical and rescue services in the case of life threatening injury to Contractor personnel IAW the terms and conditions of the contract.

(5) Contractor use of Army Post Office (APO): In accordance with DoD Postal Manual 4526.6-M, contractors providing goods and services in support of DoD activities may be authorized use of the Military Postal Service. The Contractor is authorized the use of postal services provided by the APO within the ASG-KU AOR for contract-related activities only. This authority extends to the Contractor's U.S. citizen employees and sponsored family members for personal mail usage. Postal support is limited to the country of Kuwait. This authority flows down to subcontractors that are U.S.-owned and controlled companies and support the same mission as the prime contractor.

(6) Trash Removal: The contractor shall obey all Kuwait and U.S. laws regarding secondary containment, environmental training, and proper disposal of HAZMAT, debris, or refuse from the installation. The contractor shall dump waste in a Kuwait Government approved site and comply with Kuwait environmental laws.

(End of Clause)

KSCR1-12 – MILITARY EXTRATERRITORIAL JURISDICTION ACT (AUG 2010)

Military Extra Territorial Jurisdiction Action (MEJA) (18 USC 3261-3267). Per the MEJA Act, following notification of contract award, the Contractor and all subcontractors at any tier shall provide the required notification to all employees. The Contractor shall report compliance with this clause to the Contracting Officer following contract award and upon request. The Contractor shall respond to requests for reports on compliance with this clause in the manner and with such content as is specified by the Contracting Officer at no further cost to the Government. The contractor, and all subcontractors at any tier, is responsible for providing each employee with the below notification by actions sufficient to ensure all employees have received and understood the notification by actions including, but not limited to, providing the notification and obtaining a written acknowledgement of the notification by each

employee, posting the notification in a conspicuous place frequented by employees, as well as including the below notice in employee manuals or employment information. Employees who are not literate (who cannot read) shall have this notification read to them in a language understood by such employee. The below notification will be provided during employee training and any briefings provided to contractors employees and subcontractor employees at any tier no later than ten days after employment for this contract or arrival in the foreign country in which they will be assigned, employed by or accompanying the US Armed Forces, or residing as a dependent. The contractor shall maintain a copy of each employees written acknowledgement of receipt of the notification and shall provide the same upon request by the Contracting Officer. The contractor shall comply with all notification requirements of DoD Instruction 5525.11, Criminal Jurisdiction over Civilians Employed By or Accompanying the Armed Forces outside the United States, Certain Service Members, and Former Service Members. In the event of conflict between DoDI 5525.11 or any applicable U.S. military regulations, DoDI 5525.11 and/or applicable U.S. military regulations or orders will control over this clause. The notification referenced above is as follows: Notification: Under the Military Extraterritorial Jurisdiction Act (MEJA) (18 USC 3261-3267), persons employed by or accompanying the U.S. Armed Forces outside the United States are potentially subject to prosecution for certain criminal acts, including such acts occurring outside the United States. MEJA applies only to those crimes punishable by imprisonment for more than one year if committed within United States jurisdiction. The law applies to individuals accompanying a contractor for the US Armed Forces, which may include a dependent of a DOD contractor or subcontractor employee. This law authorizes DOD law enforcement personnel to arrest suspected offenders in accordance with applicable international agreements and specifies procedures for the removal of accused individuals to the US. It also authorizes pretrial detention and the appointment of counsel for accused individuals. See Army Field Manual 3-100.21, Contractors on the Battlefield, and DoD Instruction 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members.

NOTE: Also see KSCR1-6, paragraphs (d), (e) & (f).

(End of Clause)

KSCR1-13 – INSTALLATION SECURITY/ACCESS/BADGING REQUIREMENTS (AUG 2010)

(a) Badging and access requirements for Army Posts in Kuwait will require coordination with the Contracting Officer or the Contracting Officer Representative (COR) responsible for contract oversight at applicable location.

(1) To obtain entry to Camp Arifjan, Contractors must contact the Badging Office at 965-2389-1525 for forms, procedures and instructions.

(2) New passes are obtained at ECP 1 (TCN Gate) on Camp Arifjan. Renewals and upgrades are handled at the Provost Marshal Office Bldg 159 located on Camp Arifjan. The ECP 1 Badging Office provides support from 0700 to 1600 and 1900 to 0400 daily.

(b) Contractors are advised that badging for citizens/residents of certain countries is restricted or unavailable. Contractors must contact the Badging Office to obtain a list of restricted countries and any applicable waiver processes.

(c) Contractor shall adhere to all Physical Security requirements for all areas of performance under this contract IAW Army Regulation 190 series. The Contractor shall comply with the ASG-KU Commands directed vetting/badging policies for all personnel.

(d) Special Instructions for Compound Pass access procedures per ASG-KU-PMO:

The contractor shall obtain temporary installation access passes through the Contracting Officer or the Contracting Officer's Representative (COR). The contractor shall allow a minimum of 5

working days to process passes through the Pass and ID section. To obtain temporary passes; the contractor must submit a copy of the Civil ID with a level 18 working code for each worker, a copy of the workers' passport showing the Kuwait visa, and a completed Pass Request Form. The above-mentioned form can be obtained at the Pass and ID Section. Additionally, the contractor must identify all the workers' sponsors and have an individual letter for each applicant from their sponsor authorizing their employees to work for the contractor and accepting responsibility. It is the responsibility of the Contractor to screen employees for countries of concern. Citizens of the countries below are prohibited access to the installation unless granted an exception by the ASG-KU Commander. For each exception to policy, a name-check with the U.S. Embassy and a Kuwait KMOD/KMOI Background Investigation will be conducted and kept on file at the ASG-KU PMO Installation Access Office.

- (1) Cuba
- (2) Iran
- (3) Iraq
- (4) Libya
- (5) Democratic People's Republic of Korea
- (6) Sudan
- (7) Syria

Citizens of the countries listed below are permitted to apply for installation access; however a name-check with the U.S. Embassy must be conducted in addition to the routine KMOD/KMOI Background Investigation.

- (1) Russia
- (2) People's Republic of China
- (3) Socialist Republic of Vietnam

(End of Clause)

KSCR1-14 – SPECIAL REQUIREMENTS FOR SECURITY/ACCESS ON AIR FORCE BASES IN KUWAIT (AUG 2010)

SECURITY & ACCESS:

(a) The contractor shall follow security procedures and instructions applicable to Ali Al Salem AB, Kuwait. Contractor personnel working on Ali Al Salem Air Base shall hold a current Kuwait Pass necessary to gain access to the front Gate. The U.S. shall not be liable for delays caused by inaccessibility through the Kuwaiti Gate.

(b) The contractor shall submit pass request applications to the Contracting Officer within 3 calendar days after receipt of "Notice of Contract Award." The pass request applications require coordination with the Host Nation Liaison. The U.S. Air Force shall not be liable for delays resulting from Kuwaiti pass coordination/approval. Contractor shall be liable for completing all requirements within the specified time frames. No extensions on work will be granted due to delays from Kuwaiti pass coordination/approval. Upon completion the pass request letters shall be returned to the contractor for coordination with the Kuwait Air Force Security Office.

(c) The contractor is also required to complete Installation Access Applications for all employees entering Ali Al Salem Air Base. Once the application is complete all contractor employees must then register within the Defense Biometric Identification System (DBIDS) and receive a DBIDS badge.

(d) The work site is located in a restricted or controlled area. The contractor may therefore experience delays due to compliance with entrance/exit requirements of restricted/controlled areas. The maximum amount of delay should not exceed four (4) hours per occurrence.

(e) The Host Nation base will not grant access for individuals of the following nationalities: Iranian, Iraqi, Cuban, Libyan, Syrian, Sudanese, Jordanian, Palestinian, and North Korean. There are two passes that are required for access to Air Force installations in Kuwait:

(1) The first pass that is required is the DBIDS badge. An application shall be completed for this badge. Once the completed application is received, contractor will be able to go to the DBIDS trailer at the gate and get your biometrics taken. The results of the biometrics scan takes three days. After these three days, contractor may pick up DBIDS badge.

(2) The second pass that is required is a temporary pass from the Kuwaitis. Each person on the admissions pass must have copies of their Civil ID cards attached to the document. Each person on the short term vehicle pass must have a copy of their Civil ID cards, vehicle registration, and driver's license. The short term passes are only good for five days, but I would recommend that you submit your information for this pass as soon as possible since these can be difficult to obtain at times. Both the admissions and vehicle temporary passes must have both English and Arabic versions submitted. I have also attached the most current instructions on how to complete these temporary pass applications. NOTE: All date formats have to be YYYY/MONTH/DAY. Also, these passes must be typed.

DBIDS Processing Instructions for 386 ECONS Contractors:

STEP ONE: Obtain a copy of the Installation Access Application (IAA) from the Ali Al Salem Air Base Contracting Office (386 ECONS).

STEP TWO: Ensure sections 1, 2, 3, 4, 9, 11, and 12 are completed with the appropriate information. Once you have accurately completed the IAA, submit the completed form to the 386 ECONS. Ensure that each application has the required backup documentation (see section 10 of the IAA, Verifying Documents Attached section). At a minimum each IAA should have:

- (1) Copy of the passport (photo, data, and residency pages)
- (2) Copy of the civil ID (front and back)
- (3) Entry Visa with entry stamp (if applicable)
- (4) Original sponsor letter (in English ONLY)
- (5) Copy of the driver's license

STEP THREE: Once you have submitted the completed form to the 386 ECONS, your representative within the 386 ECONS will complete sections 5, 6, and 7.

STEP FOUR: The 386 ECONS will submit the completed IAA to the DBIDS office. You will then be notified by the 386 ECONS that the IAA is in the DBIDS office. At this time you can report to the DBIDS office (located at the Fox 1/"Ringmaster" entrance of Ali Al Salem Air Base) for the submission of your biometric information.

All 386 ECONS contractors who have submitted IAAs can report to the DBIDS office Monday through Saturday from 1500 to 1630.

STEP FIVE: Visitor awaits receipt of DBIDS badge.

(End of Clause)

(a) Definitions. As used in this policy –

“Sexual Assault” means – A crime defined as intentional sexual contact, characterized by use of force, physical threat or abuse of authority or when the victim does not or cannot consent. Sexual assault includes rape, nonconsensual sodomy (oral or anal sex), indecent assault (unwanted, inappropriate sexual contact or fondling), or attempts to commit these acts. Sexual assault can occur without regard to gender or spousal relationship or age of victim. “Consent” will not be deemed or construed to mean the failure by the victim to offer physical resistance. Consent is not given when a person uses force, threat of force, or coercion or when the victim is asleep, incapacitated, or unconscious.

“Sexual Harassment” means – Gender discrimination that involves unwelcomed sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature between the same or opposite sex genders when such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creates an intimidating, hostile, or offensive working environment. Categories of sexual harassment are:

(1) Verbal – Examples include telling sexual jokes; using sexually explicit profanity, threats, sexually oriented cadences, or sexual comments; whistling in a sexually suggestive manner; and describing certain attributes of one’s physical appearance in a sexual manner.

(2) Nonverbal – Examples include staring at someone, blowing kisses, winking, or licking one’s lips in a suggestive manner. The term may also include printed material (for example, displaying sexually oriented pictures or cartoons); using sexually oriented screen savers on one’s computer; or sending sexually oriented notes, letters, faxes or email.

(3) Physical Contact – Examples include touching, patting, pinching, bumping, grabbing, cornering, or blocking a passageway; kissing; and providing unsolicited back or neck rubs.

(b) Policy. The Department of Defense has adopted a policy to prevent sexual assault and sexual harassment.

(c) Contractors and contractor employees in the Army Central Command (USARCENT) Area of Responsibility (AOR) shall not –

(1) Commit acts of sexual assault against any person on any camp, post, installation, or other United States enclave within the USARCENT AOR; or

(2) Sexually harass any person on any camp, post, installation, or other United States enclave within the USARCENT AOR.

(d) Contractor requirements. The Contractor shall –

(1) Notify its employees of:

(i) The Department of Defense’s policy described in paragraph (b); and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment;

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b); and

(3) Annually train all employees to prevent sexual assault and sexual harassment. This training must, at a minimum, ensure that all contractor employees understanding the definitions outlined in paragraph (a) and the policy in paragraph (b). Each employee's compliance with this training requirement shall be reported to the Contracting Officer's Representative prior to the employee being allowed access to the worksite.

(e) Notification. The Contractor shall inform the Contracting Officer immediately of –

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this policy.

(f) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this policy may result in –

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(g) Subcontracts. The Contractor shall include the substance of this policy, including this paragraph (g), in all subcontracts.

(h) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Sexual Assault Prevention and Response training program at the time of the violation as a mitigating factor when determining remedies. Additional information about Sexual Assault Prevention and Response training programs can be found at the Department of Defense Sexual Assault Prevention and Response Home Page, <http://www.sapr.mil>.

(End of Clause)

KSCR1-16 – CONTRACTOR PAYMENTS (NOV 2010)

Currency: Payments made against this contract will be paid in local currency (Kuwait Dinar) if awarded to a non U.S. vendor. If contract award has been made to a U.S. contractor, payment will be made in U.S. currency (dollars). Payments shall be made via Electronic Funds Transfer (EFT), unless circumstances beyond a contractor's control prevent this.

(End of Clause)

KSCR1-17 – SPONSORSHIP REQUIREMENTS (AUG 2010)

Sponsorship: The Contractor shall obtain local sponsorship as required for all personnel for the purpose of providing in-country legal representation, work visas and resolution of other personal business or domestic matters, in compliance with host nation labor laws.

Passports, Visa and Customs: The Contractor is responsible for identifying and obtaining all passports, visas, or other documents necessary to enter and/or exit any areas necessary for performance. All Contractor employees shall be subject to the customs, processing procedures, laws, and duties of Kuwait, and the procedures, laws, and duties of the United States upon re-entry. Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.

(End of Clause)

KSCR1-18 – CONTRACTOR MANPOWER REPORTING (OCT 2011)

Contractor Manpower Reporting: The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address <https://cmra.army.mil/login.aspx>

The required information includes:

- (1) Contracting Office, Contracting Officer, Administrative Contracting Officer;
- (2) Contract Number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, email address, identify of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor, if different);
- (9) Estimated data collections cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and subcontractor perform the work (specified by zip code in the United States or nearest city, country when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater during this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each calendar year. Contractors may use a direct XML data transfer to the data base server or fill in the fields on the website. The XML direct transfer us a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site. The Contractor shall NOT mark any data provided to the USG under this contract as proprietary; this includes records, files, memoranda, reports, listings, SOPs, plans, programs, studies, tests, property listings, etc., or any other data acquired or produced by the Contractor in

support of this contract. Further, IAW with DFARS 252.227-7013, the Government shall have unlimited rights to all technical data produced or obtained by the Contractor under the terms of this contract. As such, the Contractor shall not place proprietary markings on any documents to which the Government has unlimited rights.

(End of Clause)

KSCR1-19 – SPECIAL REQUIREMENTS FOR CONSTRUCTION AND FACILITY ASSOCIATED
WORK ON MILITARY INSTALLATIONS IN KUWAIT (OCT 2011)

Contractor Liaison with Host Government: All communication by the Contractor with all officials, Representatives and/or offices of the Host Government in all matters pertaining to the design or construction of this contract, shall be through and in full liaison with the Contracting Officer. This does not relinquish Contractor responsibility for obtaining routine items to conduct day to-day business, such as visas, permits, and custom clearances.

Kuwait Ministry of Defense (KMOD) Letter of Authorization: An offeror must provide a copy of the offeror's KMOD construction authorization letter stamped by the Military Engineering Projects Office along with an original certified English translation. If the KMOD construction authorization letter being submitted is due for renewal within 30 days of proposal submission, the offeror involved should describe the procedure by which it intends to obtain renewal of that authorization letter.

Use of Existing Roads as Haul Routes: The Contractor shall be responsible for coordinating with the Host Nation Government and the base authorities for use of any existing roads as haul routes. Construction, and routing of new haul roads, and/or upgrading of existing roads to carry anticipated construction traffic shall be coordinated with the Host Nation and Base authorities and is the sole responsibility of the Contractor.

Compliance with Kuwait Rules and Customs for Access to Restricted Areas within Kuwait: The laws of Host Country may prohibit access to certain areas of the country which are under military control. The Contractor shall furnish the Contracting Officer the names of personnel, type, and amounts of equipment, dates and length of time required at the site, and the purpose of entering the host country. It is understood that areas to which rights of entry are provided by the Host Government are to be used only for work carried out under the contract and no destruction or damages shall be caused, except through normal usage, without concurrence of the Host Government.

Contractor's Responsibilities: The following items are the sole responsibility of the Contractor to investigate, estimate as to cost, and assume the risk, as normally encountered by Contractors. The Contractor shall be responsible for determining the effect of the following on his own cost of performance of the contract and for including sufficient amount in the contract price:

- (1) Official language and type of accounts required to satisfy the officials of the Local Government.
- (2) Entry and exit visas, residence permits, and residence laws applicable to aliens. This includes any special requirements of the Host Government, including those required by local Labor Offices, which the Contractor may have to fulfill before an application for a regular block of visas will be accepted.
- (3) Passports, health and immunization certificates, and quarantine clearance.
- (4) Compliance with local labor and insurance laws, including payment of employer's share of contribution, collecting balance from employee and paying into insurance funds.
- (5) Strikes, demonstrations and work stoppage.
- (6) Collection through withholding and payment to local Government, of any Host Country income tax on employees subject to tax.
- (7) Arranging to perform work in the Host Country, to import personnel, to employ non-indigenous labor, to receive payments and to remove such funds from the country.
- (8) Operating under local laws, practices, customs and controls, and with local unions, in connection with hiring and firing, mandatory wage scales, vacation pay, severance pay, overtime, holiday pay, 7th day of rest, legal notice or pay in lieu thereof for dismissal of employees,

slowdown and curtailed schedules during religious holidays and ratio of local labor employed in comparison to others.

(9) Possibility of claims in local bureaus, litigation in local courts, or attachment of local bank accounts.

(10) Compliance with workmen's compensation laws and contributions into funds. Provisions of necessary medical service for Contractor employees.

(11) Special license required by the local Government for setting up and operating any manufacturing plant in the Host Country, e.g. concrete batching, precast concrete, concrete blocks, etc.

(12) Sales within the host country of Contractor-owned materials, and equipment.

(13) Special licenses for physicians, mechanics, tradesmen, drivers, etc.

(14) Identification and/or registration with local police of imported personnel.

(15) Stamp tax on documents, payments and payrolls.

(16) Base passes for permanent staff, day laborers, motor vehicles, etc.

(17) Compliance with all customs and import rules, regulations and restrictions, including, but not limited to, local purchase requirements.

Local Standards: Design and installation of systems shall comply with applicable local Kuwait Ministry and Military Engineering Projects (MEP) standards and regulations. Conflicts between criteria and local standards shall be brought to the attention of the Contracting Officer for resolution. In such instances, the Contractor shall furnish all available information with justification to the Contracting Officer.

Applicable Publications and Standards: All of the electrical installation shall be in accordance with the requirements of (Kuwait) Ministry of Electricity and Water (MEW) R-1 and S-1. Equipment and installation items not covered by these standards shall meet the other applicable US standards below. Conflicts with local codes or standards shall be brought to the attention of the Contracting Officer for resolution. Where specific U.S. standards are listed, equivalent internationally recognized standards, such as BS, DIN or IEC, may be substituted after written approval of the Contracting Officer. It is the responsibility of the Contractor to provide data demonstrating that the proposed standard is equivalent. The use of the latest published standard is acceptable in lieu of the standard listed.

- Ministry of Electricity and Water (MEW) R-1: Regulations for Electrical Installations (latest issue)
- Ministry of Electricity and Water (MEW) S-1: General Specification for Electrical Installation (latest issue)
- NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70 (2008) National
- Electrical Code
- Kuwait MEW (Ministry of Electricity & Water) R1 & S1 regulations
- BRITISH STANDARDS INSTITUTE BS 1363-2 (Jan 1995, Amd 1) 13 A Plugs, socket-outlets & adapters-Specifications for 13 A switched and unswitched socket-outlets
- BS 7671 (1997, Amd 2) Requirements for Electrical Installations
- INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) Std C2 (2002) National Electrical Safety Code
- IEEE Std 141 (1993) Electric Power Distribution for Industrial Plants
- IEEE Std 493 (1997) Design of Reliable Industrial and Commercial Power Systems
- INTERNATIONAL ELECTRO-TECHNICAL COMMISSION (IEC) IEC 60529 (2001-02, Ed. 2.1) Degrees of Protection Provided by Enclosures (IP Code)
- NFPA 101 (2003) Life Safety Code
- U.S. ARMY TECHNICAL MANUALS, TM 5-811-1 (1995) Electrical Power Supply and Distribution
- IEC 61558-2-5 (1997-12) Safety of power transformers, power supply units and similar – Part 2.5: Particular requirements for shaver transformers and shaver supply units.

Electrical and Structural Building Standards for Construction Projects at Military Bases in Kuwait:

(a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.

(b) The contractor, in coordination with the Contracting Officer, the ASG Department of Public Works (DPW) and the requiring activity shall evaluate, upgrade, build, and/or refurbish buildings (to include tents) to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality. All electrical components and wiring shall conform to Kuwait Ministry of Electricity and Water (MEW) standards as well as U.S. National Electric Code (NEC).

(c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:

- (1) "The minimum requirements of United States' National Fire Protection Association (NFPA) 70,
- (2) 2011 National Electrical Code (NEC),
- (3) American National Standards Institute (ANSI) C2, and
- (4) United States' National Electrical Safety Code (NESC).

(d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation, then provisions within the International Electrical Code (IEC) or British Standard (BS 7671) shall be followed. Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.

(e) The use of magnetic ballasts in lighting for new construction or replacement of existing magnetic ballasts during refurbishment, alterations, or upgrades with new magnetic ballasts is prohibited.

(f) The following internet links provide access to some of these standards:

UFC: http://65.204.17.188/report/doc_ufc.html

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

Contractor Health and Safety:

(a) Contractors shall comply with all National Electrical Code (NEC 2008), Specifications as outlined, and MIL Standards and Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure. Specifically, the use of magnetic ballasts in lighting for new construction or replacement of existing magnetic ballasts during refurbishment, alterations or upgrades with new magnetic ballasts is prohibited. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards outlined in the 2011 National Electric Code (NEC).

(b) The contractor shall correct all deficiencies within a reasonable amount of time of contractor becoming aware of the deficiency either by notice from the government or a third party, or discovery by the contractor. Further guidance on mandatory compliance with NFPA 70: NEC 2011 can be found on the following link <http://www.nfpa.org>.

Safety of Facilities, Infrastructure and Equipment for Military Operations:

(a) Definition. "Discipline Working Group," as used in this clause, means representatives from the DoD Components, as defined in MIL-STD-3007F, who are responsible for the unification and maintenance of the Unified Facilities Criteria (UFC) documents for a particular discipline area.

(b) The Contractor shall ensure, consistent with the requirements of the applicable inspection clause in this contract, that the facilities, infrastructure, and equipment acquired, constructed, installed, repaired, maintained, or operated under this contract comply with Unified Facilities Criteria (UFC) 1-200-01 for—

- Fire protection;
- Structural integrity;
- Electrical systems;

Plumbing;
Water treatment;
Waste disposal; and
Telecommunications networks.

(c) The Contractor may apply a standard equivalent to or more stringent than UFC 1-200-01 upon a written determination of the acceptability of the standard by the Contracting Officer with the concurrence of the relevant Discipline Working Group.

(End of Clause)

11.0 CLIENT UNIQUE REQUIREMENTS

11.1 Contractor Manpower Reporting

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the Contractor will report all Contractor manpower (including subcontractor manpower) required for performance of this task order. The Contractor is required to completely fill in all required information using the following web address: <https://contractormanpower.army.pentagon.mil>. The required information includes:

- 1) Contracting Office, Contracting Officer, Contractor Officer's Technical Representative;
- 2) Contract number, including task and delivery order number;
- 3) Beginning and ending dates covered by reporting period;
- 4) Contractor name, address, phone number, e-mail address, identity of Contractor employee entering data;
- 5) Estimated direct labor hours (including subcontractors);
- 6) Estimated direct labor dollars paid this reporting period (including subcontractors);
- 7) Total payments (including subcontractors);
- 8) Predominant Federal Supply Code (FSC)/Product Service Code (PSC) reflecting services provided by Contractor (and separate predominant FSC for each subcontractor, if different);
- 9) Estimated data collection cost;
- 10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the Contractor with its UIC for the purposes of reporting this information);
- 11) Locations where Contractor and subcontractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- 12) Presence of deployment or contingency contract language; and
- 13) Number of Contractor and subcontractor employees deployed in theater this reporting period (by country).

As part of its submission, the Contractor shall also provide the estimated total cost incurred to comply with this reporting requirement. The reporting period is the period of performance (not to exceed 12 months) ending September 30 of each Government fiscal year. The report must be completed by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website.

11.2 Deployments

The following guidelines shall apply to contractors deploying to an SWA AOR unless superseded by the CINC's OPORD, OPLAN or VOCO.

11.2.1 Training and equipment shall be provided by the Government for all contractors deploying to the AOR as outlined in DA PAM 715-16, dated 27 Feb 1998, SUBJ: "Contractor Deployment Guide".

11.2.2 Deployment requirements shall be met through an IDS (Individual Deployment Station) or CRC (CONUS Replacement Center) or equivalent. If directed by the Government, equivalent training and or equipment issue may be pursued by the contractor on a reimbursable basis.

11.2.3 Primary means of travel, training and equipment issue will be through the use of an ITO (Invitational Travel Orders) unless otherwise directed by the COR.

11.3 Hardship and Danger Pay:

11.3.1 Hardship differential pay shall be provided to the contractor at a rate set forth by the Department of State

11.3.2 Hazardous duty pay shall be provided to the contractor at a rate set forth by the Theater Commander.

11.3.3 Note that each increase in pay must be authorized by the COTR. If not, the contractor may evacuate the theater with no negative ramifications.

11.4 Acts and Laws:

The "War Hazards Compensation Act", "Longshore and Harbor Workers' Compensation Act" and the "Soldiers and Sailors Civil Relief Act" (in case of captivity), apply to all deploying contractors. Any additional cost incurred by the contractor to meet the theses laws will be on a reimbursable basis.

11.5 Designation of Essential Contract Personnel

The COTR will state in writing and upon approval of the commander the by name list of contractor personnel that identified as "Essential". These personnel will continue their mission as specified in this statement of work even after the declaration of hostilities and any NEO (Non-essential Evacuation Order). The contractor shall also prepare a contingency plan to ensure all contract positions identified as essential are maintained.

All contractors not identified as essential shall be evacuated from the theater once a NEO order is issued.

11.6 Hazardous Statement

Contractors are expected to comply with all applicable US and international law. Unless addressed otherwise by international agreement, contractor personnel are subject to the law of the nation in which they are located. This means that contractors must be prepared to comply with all local taxes, immigration requirements, customs formalities and duties, environmental rules, bond or insurance requirements, work permits, and transportation or safety codes. The fact that the military force for which they are performing services enjoys certain exemptions from local law does not mean contractor personnel are also exempt--generally, contractor personnel are not exempt from local law. During a declared war, contractor personnel accompanying the armed forces are subject to the criminal jurisdiction of the military and the Uniform Code of Military Justice. However, in all circumstances contractors are subject to host nation criminal law, unless specifically addressed otherwise by international agreement. Under newly enacted United States law, contractor employees and other civilians accompanying the armed forces can also be prosecuted by the United States for criminal acts.

When contractor personnel are deployed in support of US Army operations, the US Army may provide or make available, under terms and conditions as specified in the contract, force protection and support services commensurate with those provided to DoD civilian personnel to the extent authorized by US and host nation law. These services may include but are not limited to medical/dental care, messing, quarters, special clothing, equipment, training, mail, and emergency notification. US Army units are to provide only those goods and services to contractor personnel that are specified in the terms of the contract when authorized under host nation law or applicable international agreement.

During contingencies that constitute international armed conflicts, contractor personnel are non-combatant persons accompanying the armed forces but may nevertheless be subject to hostile action because of the support they provide in close proximity to combat forces. Commanders should take care to ensure contractor personnel are not used in any manner that would jeopardize their status under international law as non-combatant persons accompanying the armed forces. Assuming they have not jeopardized their status as noncombatants, if captured during an international armed conflict, contractor personnel accompanying the armed forces are afforded the same protection granted to Prisoners of War (POWs) under the Third Geneva Convention of 1949.

Commanders should not issue firearms to contractor personnel operating on their installations, nor should they allow contractor personnel to carry personally owned weapons. With the express permission of the geographic CINC and in consultation with host nation authorities, commanders may deviate from this prohibition of firearms only in the most unusual circumstances (e.g., for protection from bandits or dangerous animals if no military personnel are present to provide protection).

Commanders should not issue military garments (e.g., BDUs, Gortex jackets) to contractor personnel. Exceptions may be made for compelling reasons such as a need for chemical protective equipment when the contract requires the Government to issue such items rather than requiring the contractor to provide them to its personnel. Should commanders issue any type of standard uniform item to contractor personnel, care must be taken to require that the contractor personnel be distinguishable from military personnel through the use of some distinctively colored patches, armbands, or headgear. Although many contractor personnel supporting US Army operations are former military members, the contract and commanders must make it clear that contractor personnel have no military status.

Pursuant to the Defense Base Act (42 U.S.C. 1651 et seq) US contractor personnel deployed in a theater of operations to perform "public work" may qualify for workers' compensation if injured, killed or missing while deployed. Compensation and limitations are further explained in the War Hazards Compensation Act (42 U.S.C. 1701 et seq). Ordinarily, contractors will be required to obtain insurance coverage for such risks and potential compensation on behalf of its employees (FAR 28.305, 52.228-3 or 52.223-4).

The requirements of this contract have been identified by the U. S. Government as being essential to the mission and operational readiness of the U. S. Army operating worldwide. Therefore, the contractor may be required to perform this contract during crises, including war or a state of emergency, subject to the requirements and this provision.

The contractor shall be responsible for performing all requirements of this contract notwithstanding a crisis situation including the existence of any state of war, whether declared or undeclared, or state of emergency, by the United States or the host nation, commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which would endanger the welfare and security of U. S. Forces in the host nation. Failure by the contractor to perform may subject the contractor to a termination of this contract by cause. If a crisis is determined, an equitable adjustment will be negotiated.

Crisis situations shall be determined by the overseas theater Commander-In-Chief or when Defense Readiness Condition (DEFCON) Three (3) is declared for that area.

Contractor personnel and dependents may be integrated into Government contingency plans and afforded the same rights, privileges, protection, and priority as U. S. Government personnel. The Government may provide security, housing, and messing facilities for contractor personnel and dependents should conditions warrant.

The contractor further agrees to assure that formal company policies and procedures effectively address the obligations in this clause, and that all employees associated with this contract are fully aware of those specified policies, procedures, and obligations.

The Contractor shall discuss the overall understanding of the project, and review the background information and materials provided by the client. Discussion will also include the scope of work, deliverables to be produced, how the efforts will be organized and the project conducted, assumptions made, and expected end

results.

The Government will provide the contractor with a list of DMS points of contact, internal and external to USARCENT, as required for coordination for DMS implementation issues.

Primary means of travel, training and equipment issue will be through the use of an ITO (Invitational Travel Orders) unless otherwise directed by the COR.

Technicians require a SECRET clearance, a valid US Passport, certification to operate, trouble shoot, and repair the Accord MGC MCU.

ATTACHMENT A. DEFINITIONS and ACRONYMS

ACERT		Army Computer Emergency Response Team
ADPE		Automated Data Processing Equipment
ADSL		Asymmetric Digital Subscriber Line
AGCCS		Army Global Command and Control System
AMP		Automation Management Plan
AOR		Area of Responsibility
USARCENT		Army Central Command
ASCC		Army Service Component Command
BES		Blackberry Enterprise Server
C2		Command and Control
CAC		Common Access Cards
CCI		Controlled Cryptographic Item
CCR		Central Contractor Registration
CENTRIXS		Combined Enterprise Regional Information Exchange System
CIMB		Command Information Management Board
CINC		Commander in Chief
CLIN		Contract Line Item Number
CO		Contracting Officer
COMSEC		Communications Security
CONUS		Continental United States
COR		Contracting Officer's Representative
COTR		Contracting Officer's Technical Representative
COTS		Commercial Off-The-Shelf
CRC		CONUS Replacement Center
CSC		Customer Service Center
CSV		Certified Server Validation
DAA		Designated Approving Authority
DBA		Doing Business As
DMS		Defense Messaging System
DUNS		Data Universal Numbering System
DTD		Data Transfer Device
EIT		Electronic Information Technology
FAQs		Frequently Asked Questions
FORSCOM		U.S. Forces Command
FSC		Federal Supply Code
GCCS		Global Command and Control System
GPOs		Group Policy Objects
GWOT		Global War on Terrorism
HQSUPPORT		Headquarters Support
IAM		Internet Access Manager
IAVMS		Installation Automated Vehicle Management System
IDF		Intermediate Distribution Facility
IDS		Individual Deployment Station
IMO		Information Management Officer
IMT		Information Management Technician
IOM		Install, Operate and Maintain
IT		Information Technology
ITCCB		Information Technology Configuration Control Board
ITO		Invitational Travel Orders
ITSS		Information Technology Solutions Shop
JRC		Joint Reception Center

JTR/JTFR		Joint Travel Regulation/Joint Federal Travel Regulations
KO		Contracting Officer
LAN		Local Area Network
LCR		Lucky Conference Room
NIPRNET		Non-Classified Internet Protocol Router Network
OCIE		Organizational Clothing and Individual Equipment
ODCs		Other Direct Costs
OPORD		Operation/Operational Order
OPLAN		Operational/Operations Plan
OS		Operating System
PKI		Public Key Infrastructure
PSC		Product Service Code
QASP		Quality Assurance Surveillance Plan
QCP		Quality Control Plan
RASP		Remote Access Secure Program
SAN		Storage Area Network
SCIF		Sensitive Compartmented Information Facility
SIPRNET		Secure Internet Protocol Routed Network
SME PED		Secure Mobile Environment - Portable Electronic Device
SPOT		Synchronized Predeployment and Operational Tracker
SWA		Southwest Asia
SWACC		South West Asia Cyber Center
TCMO		Theater COMSEC Management Office
TCO		Telephone Control Officer
TNOSC		Theater Network Operations and Security Center
TO		Task Order
UIC		Unit Identification Code
USCENTCOM		United States Central Command
VMPS		VLAN Membership Policy Server
VOCO		Verbal Orders of the Commander
VoIP		Voice over Internet Protocol
VoSIP		Voice Over Secure Internet Protocol
VPN		Virtual Private Network
VTC		Video Teleconference
WAN		Wide Area Network

ATTACHMENT C. WORKLOAD ESTIMATE

Historical records from the previous task order are provided as a workload estimate only. This estimate is the Government's current workload and is not intended to be binding on either party or to be the only possible solution to the requirements.

<u>Section 4.0 Requirements</u>	<u>Estimated Number of Hours per Year</u>
CLIN 0001 – FFP Requirements	
4.1.1 Task I – IOM Network Servers, Operating Systems & Applications(5 CONUS & 2 OCONUS)	14208
4.1.2 RESERVED	0
4.1.3 Task III – IOM LAN/WAN Hardware, Circuits, & Security Devices (4 CONUS)	7680
4.1.4 Task IV – Help Desk Operations (8 CONUS and 2 OCONUS)	20352
4.1.5 Reserved	0
4.1.6 Task VI – Video Teleconferencing Conference (VTC) Support.(2 CONUS)	3840
4.1.7 Task VII – Automation Mgmt Plan, ADPE & Software Configuration & Inventory Support (1 CONUS)	1920
4.1.8 Task VIII - Command Group Automation Support and USARCENT Forward G4 (1 CONUS, 2 OCONUS)	4668
4.1.9 Task IX - ADPE Procurement Coordination Support. (1 CONUS)	1920
4.1.10 Task X - Network Security (2 CONUS)	3840
4.1.11 Task XI –PKI Local Registration Authority Support (2 OCONUS)	4608
4.1.12 Task XII - Web development Share Point Management 4 CONUS & 1 OCONUS)	9984
4.1.13 Task XIII - KU G6 Radio Communication Support (5 OCONUS)	11520
4.1.15 RESERVED	0
4.1.18 Task XVIII Components of the GCCS and GCCS-A/J Systems(2 CONUS, 1 OCONUS)	6144
4.1.19 Task XIX Project Management Support (1 CONUS)	1920
4.1.20 Task XXII VOIP System Engineering Support (1 CONUS)	1920
CLIN 0002 – T&M Requirements	
4.2.1 RESERVED	0